

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Big Brothers Big Sisters of Kentuckiana

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 Big Brothers Big Sisters of Kentuckiana (hereinafter "BBBSKY"), a BBBSKY located at 1519 Gardiner Lane, Suite B, Louisville, KY 40218.

WHEREAS, JCPS and BBBSKY desire to collaborate to place caring, competent and consistent adults in the lives of students through a mentorship program, offering them participation in enriching small group mentoring activities that improve their social skills; and will use interactive and engaging activities and curriculum to explore and develop student's goals, identity, strengths, and interests, as well as develop essential workforce readiness skills such as self-advocacy, resume writing, interview skills, managing personal finances, conflict management, independent living, time management, self-care and personal health, effective leadership and communication, and exploring career, trade school, college and other post-graduation options.

WHEREAS, BBBSKY provides the School to Work (STW) and Group Mentoring programs to JCPS students to achieve these outcomes, BBBSKY has requested data on participating students to study the effectiveness of the STW and Group Mentoring programs.

WHEREAS, this Agreement supersedes all agreements, representations and negotiations, either oral or written, between these Parties before the effective date of this Agreement.

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

1. Duties of JCPS:

- a. JCPS and participating schools agree to do the following:
 - i. Identify students with the greatest need for mentoring, which includes those students needing academic and pro-social development. School staff refer students they believe can benefit from additional adult attention and guidance and social, academic, or life-skill support.
 - ii. Share its curriculum plan and goals with BBBS.
 - iii. Participate in progress meetings with BBBS In-School Program Coordinator.
 - iv. Have participating students prepared for their mentoring sessions at the agreed upon location and time.

- v. **Amount of Award and Method of Payment:** JCPS agrees to payment totals up to \$220,000 to BBBSKY for the School-to-Work and Group Mentoring programs. The method of payment will be cost reimbursement. BBBSKY will submit a detailed, itemized invoice indicating the services provided consistent with the approved budget to the Executive Administrator-Project Management. Funds are to be used as agreed-upon and represented in this Agreement, including attachments, and may not be used in any other way or for any other purpose without JCPS' prior written approval. The full payment will be transmitted before June 30, 2024 based on receipt of the itemized invoice and backup documents (such as invoices or other records of expenses). After review and approval by the Executive Administrator-Project Management, the approval along with the invoice will be submitted to JCPS Grants and Awards.
- b. The JCPS Accountability, Research, and Systems Improvement (ARSI) department agrees to provide BBBSKY with the data elements requested and according to the schedule designated in Attachment A to support program service implementation and aggregate reporting by BBBSKY on program impact.

2. Duties of BBBSKY:

- a. BBBSKY agrees to implement the following activities for services:
 - i. Parent/guardian of participating student must complete program application giving permission for services. Program participation is voluntary. BBBSKY staff ask for parent/guardian input in selection of mentor and creation of program goals for the student; parent/guardian receives program and child safety training, parent/guardian is contacted when we have a mentor ready to match with the student; parent/guardian is invited to participate in program events; parent/guardian is contacted by BBBSKY staff at least 3 times per year to provide updates on student's engagement in the program.
 - ii. Obtain parent/guardian consent in writing for voluntary release of data specified under Attachment A to provide services via an approved, current-year JCPS Parent Release Form. This form is separate and in addition to the parent/guardian informed consent form required under the JCPS IRB approval process for program evaluation.
 - iii. Provide professionally supported and supervised mentoring services to JCPS students to offer an additional resource and support system to students.
 - iv. Provide services delivered through the School to Work (STW) program. This is a workplace mentoring program that takes place during the school day and pairs high school students with a mentor from a partner workplace. Student and mentor participate in the STW program through high school graduation, unless the student, parent/guardian, or school determines the student should depart the program prior to graduation.

- v. Provide services delivered through the Group Mentoring program. This program takes place during the school day and connects middle school students with mentors. Students participate in the Group Mentoring program through eighth grade, unless the student, parent/guardian, or school determines the student should depart the program prior to graduation.
- vi. Implement the goals of the STW and Group Mentoring programs to include: Provide students with an additional positive adult role model; expose them to local career and post-secondary training/academic opportunities; help students explore and grow their own interests, skills, confidence, and goals; and assist students in building their plan for life after middle and high school.
- vii. Deliver customized group programming during each mentoring session. These are interactive and engaging sessions that allow students to practice skills such as self-advocacy, resiliency, conflict management, self-care and personal health, effective leadership, communication and goal planning. BBBSKY will customize adding topics in which students demonstrate interest.
- viii. These group mentoring services will provide opportunities for students to add content to their Backpack of Success Skills.
- ix. During any period where school buildings are closed or inaccessible by public health concerns, facilitate supervised contact between students, their mentors, and BBBSKY staff on a case-by-case basis via JCPS-approved video conferencing platform. BBBSKY staff provide direct supervision for mentoring matches during each School to Work mentoring session.
- x. Provide in person opportunities during the 2023-2024 school year as allowed by public health guidelines. The group size of students and all meeting elements will be in compliance with guidelines issued by JCPS.
- xi. After the first school year in the program, staff can opt to approve ongoing text, phone, and email communication between students and their mentors pending approval by the student's parent or guardian. Unsupervised 1:1 meetings between students and their mentors outside of the scheduled sessions are not permitted at any time. BBBSKY staff will continue to support program participants according to the agency's standards of practice and monitor any phone or email contact.
- xii. Facilitate student meetings with BBBSKY staff member to learn about the program, complete safety training, and give input in selection of a mentor. Staff member will meet with the student on consistent basis every other month for coaching and safety monitoring to ensure student is having positive program experience. BBBSKY staff member works with school

staff to relay any possible needs the student or family may have or community services that may benefit them.

- xiii. Recruit mentors age 18 and older to serve as BBBSKY professional mentors. Each mentor receives a minimum of 90 minute training, including child safety training, and ongoing training throughout the match, which includes trauma, informed care and diversity, equity, and Inclusion training. Mentors are enrolled in accordance with BBBSKY Standards of Practice, which require professional staffing, mentor criminal background searches at county, state, and national levels, mentor reference checks, individual interviews, training, and on-going safety monitoring and coaching for families and mentors, and in accordance with Jefferson County Public Schools Board Policy 03.6. No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
 - xiv. BBBSKY will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with BBBSKY in the services provided under this Memorandum of Understanding 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 the 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.
- 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 BBBSKY 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"), BBBSKY and JCPS must manage the data transfer in accordance with FERPA requirements, and BBBSKY agrees to the following conditions:
 - i. If BBBSKY 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

BBBSKY before the JCPS IRB-approved informed consent process has been executed. In this case, BBBSKY does not function as an exception under FERPA. BBBSKY 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. BBBSKY must deliver copies of the signed authorization to JCPS upon request.

- ii. If BBBSKY has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then BBBSKY 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 BBBSKY 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 BBBSKY to comply with all applicable provisions of FERPA with respect to any such data. BBBSKY 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. BBBSKY 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 BBBSKY necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- d. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.

- e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- f. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with BBBSKY data. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- g. If relevant, obtain signed non-disclosures (Attachment B) for each individual from BBBSKY responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- h. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- j. Acknowledges that JCPS retains the right to audit BBBSKY's compliance with this agreement.
- k. BBBSKY acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- l. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- m. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- n. Require all BBBSKY employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.

- v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- o. BBBSKY shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
 - p. BBBSKY staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
 - q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to BBBSKY. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to BBBSKY.

3. Mutual Duties:

- a. Both parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b. All mentoring activities will focus on helping students make positive life choices that are consistent with JCPS vision, mission, philosophy, values, and the JCPS Equal Education Opportunities Policy.
- c. 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.
- d. 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.

- e. The respective administrative offices of JCPS and BBBSKY 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 July 1, 2023 and shall terminate on June 30, 2024. The Agreement may be extended by mutual written agreement of JCPS and BBBSKY.
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, BBBSKY 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, BBBSKY 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 BBBSKY.
7. **Independent Parties**: JCPS and BBBSKY 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 BBBSKY concerning the BBBSKY 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 on the dates below to be effected as of the date listed above.

Jefferson County Public Schools:

Big Brothers Big Sisters of Kentuckiana:

Marty Pollio, Ed.D, Superintendent



Lisa Powell, Chief Program Officer

Date: _____

Date: 9-19-2023

ATTACHMENT A

Data Request and Reporting Schedule for BBBSKY School-to-Work and Group Mentoring Programs and JCPS

Reporting Timeline

| Student Record Collection Timeframe | School year | When BBBSKY will submit request to JCPS | When JCPS will fulfill request |
|-------------------------------------|-------------|---|--------------------------------|
| Fall 2023 | SY 2023-24 | November 1, 2023 | December 15, 2023 |
| Spring 2024 | SY 2023-24 | May 1, 2024 | June 15, 2024 |

Data Elements Provided by Partner for Matching, table to be delivered by partner

| Data Elements Given to JCPS by BBBSKY for Hudson Middle, Valley, J-Town, Ballard, Southern, and Academy @ Shawnee High Schools | Delivery Notes |
|--|---|
| Student Grade | For each Student Record Collection Timeframe |
| Student Date of Birth | For each Student Record Collection Timeframe |
| Student First Name | For each Student Record Collection Timeframe |
| Student Last Name | For each Student Record Collection Timeframe |
| Signed parental consent forms | For each student receiving service and requested data |

Data Elements Delivered to Partner from JCPS

| Data Elements Fulfilled by JCPS | Delivery Notes |
|---------------------------------|--|
| JCPS Student ID or proxy | Confirmed at the time of fulfillment |
| Student First Name | Confirmed at the time of fulfillment |
| Student Last Name | Confirmed at the time of fulfillment |
| Student Grade Level | For each Student Record Collection Timeframe |
| Student Race/Ethnicity | For each Student Record Collection Timeframe |
| Student Gender | For each Student Record Collection Timeframe |
| JCPS School | For each Student Record Collection Timeframe |
| Student DOB | For each Student Record Collection Timeframe |
| Cumulative GPA | End of Year for each year requested |
| Tardies | For each Student Record Collection Timeframe |

Unexcused absences

For each Student Record Collection Timeframe

Referrals

For each Student Record Collection Timeframe

ATTACHMENT B

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

EACH EMPLOYEE/VOLUNTEER WITH ACCESS TO STUDENT RECORDS MUST SIGN

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

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

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed
- instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42

U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

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

Employee signature:

Date:
