

Memorandum of Understanding

Between

Jefferson County Board of Education

And

Big Brothers Big Sisters of Kentuckiana Services

This Memorandum of Understanding (hereinafter "MOU") is entered into as of this 28th day of October, 2020 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 Services (hereinafter "Big Brothers Big Sisters"), with its principal place of business at 1519 Gardiner Lane, Suite B., Louisville, KY, 40218

WHEREAS, JCPS and Big Brothers Big Sisters 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.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOU, JCPS and Big Brothers Big Sisters agree that they will collaborate on the services described below.

I. Big Brothers Big Sisters agrees to:

- a) Provide one-to-one professionally supported and supervised mentoring services to JCPS students to offer an additional resource and support system to students. Program outcomes to focus on increases in student self-esteem, increased school attendance, improved grades, and a decrease in risky behaviors.
- b) 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.
- c) Implement the goals of the program, 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; assist students in building their plan for life after high school. Students who are approved to participate will be matched with a mentor from one of our business partners.

- d) Deliver customized group programming during each School to Work mentoring session. These are interactive and engaging sessions that allow students to practice workplace skills such as self-advocacy, resume writing, interview skills, managing personal finances, conflict management, self-care and personal health, effective leadership and communication, and exploring career, trade school, college and other post-graduation options. BBBS will customize adding topics in which students demonstrate interest.
- e) Facilitate contact 1 time per month for 60 – 90 minutes during group sessions which will be held monthly via JCPS-approved video conferencing platform. BBBS staff provide direct supervision for mentoring matches during each School to Work mentoring session.
- f) Provide in person opportunities, If during the 2020-21 school year JCPS determines that students may resume travel in groups for field trips or internships in a face-to-face setting, we will conduct our monthly mentoring sessions in person with supervision from BBBS staff and JCPS staff. The group size of students and all meeting elements will be in compliance with guidelines issued by JCPS.
- g) Provide alternative communication routes. If parent provides permission to do so, mentor and student may also have contact via text, phone, and email 1 – 3 times per month.
- h) Ensure all programs are voluntary. School staff refer students they believe can benefit from additional adult attention and guidance and social, academic, or life-skill support. Students and their parent/guardian must also consent to participating in BBBS programs.
- i) Facilitate student meetings with BBBS staff member to learn about 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. BBBS staff member works with school staff to relay any possible needs student/family may have or community services that may benefit them.
- j) Engage parent/guardian: Student's parent/guardian must complete program application giving permission for services. BBBS 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 BBBS staff at least 3 times per year to provide updates on student's engagement in the program.
- k) Recruit mentors age 18 and older to serve as BBBS 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 BBBS 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.

- l) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:
 - a. Any conviction for sex-related offenses;
 - b. Any conviction for offenses against minors;
 - c. Any conviction for felony offenses except as provided in number 5 below;
 - d. Any conviction for deadly weapon-related offenses;
 - e. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 - f. Any conviction for violent, abusive, threatening or harassment related offenses; OR
 - g. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

- m) Hold all information with regard to all program participants in accordance with BBBS confidentiality policies and in compliance with the requirements of the Federal Family Educational Rights and Privacy Act and the Kentucky Family Education Rights and Privacy Act. BBBS will elicit personal information about individual applicants during the enrollment process and must hold information confidential, including decision to accept/reject an application.
- n) Publicly promote and celebrate JCPS and our partnership when possible.
- o) Big Brothers Big Sisters staff will serve as the liaison for all communication with the assigned partner school.
- p) Big Brothers Big Sisters will administer JCPS IRB-approved (IRB#320) surveys to students [Youth Outcome Survey prior to match and then end of year and Strength of Relationship survey at 3-month mark in match and again at end of year]. BBBS will collect JCPS IRB approved parent consent forms to obtain permission for administering student surveys and collecting student data pertaining to academic and behavior records.
- q) Big Brothers Big Sisters will provide JCPS with a customized impact report at the end of the year highlighting the outcomes of the program.
- r) Big Brothers Big Sisters will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs Big Brothers Big Sisters

- s) Big Brothers Big Sisters acknowledges that the data, e.g. Progress Reports/Periodical Teacher Surveys, is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) and 34 C.F.R. 99.31 (a) (6) ("FERPA"); the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; the Kentucky Open Records Act, KRS 61.820 et seq.; and the California Education Code.
- t) If the performance of this Agreement involves the transfer by JCPS to Big Brothers Big Sisters of any data regarding any student that is subject to FERPA, Big Brothers Big Sisters agrees to:
 - i. In all respects comply with the provisions of FERPA.
 - ii. Use any such data for no purpose other than to fulfill the purposes of the program, and not share any such data with any person or entity other than Big Brothers Big Sisters and its employees, contractors, volunteers and agents, without the approval of JCPS.
 - iii. Require all employees, contractors, volunteers and agents of Big Brothers Big Sisters to comply with all applicable provisions of FERPA with respect to any such data.
 - iv. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the program.
 - v. Collect data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Big Brothers Big Sisters having a legitimate interest 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 published results of studies.
 - vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date within it is no longer needed by Big Brothers Big Sisters for the purposes of the Project.
- u). Acknowledges that any violation of this MOU 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 MOU pursuant to Article V of this Agreement.
- v). 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/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request.

II. Jefferson County Public Schools agrees to:

- a) Identify students with the greatest need for mentoring, which includes those students needing academic and pro-social development.

- b) Share its curriculum plan and goals with Big Brothers Big Sisters.
- c) Participate in progress meetings with Big Brothers Big Sisters In-School Program Coordinator.
- d) Provide In-School Program Coordinator access to limited student data as defined in the JCPS Authorization to Release Education Records if parent/guardian consent in writing via the JCPS Authorization and Consent Form.
- e) Have participating students prepared for their mentoring sessions at the agreed upon location and time.

III. General Conditions

- 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) Big Brothers Big Sisters will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with Big Brothers and Big Sisters 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.

IV. Period of Performance

This MOU shall be in effect for the period beginning October 28, 2020 and ending June 30, 2021. Either party may terminate this Memorandum of Understanding by giving the other party 30 days written notice. The Jefferson County Board of Education may terminate this Agreement immediately in the event that student confidentiality or safety is deemed to be in jeopardy, or for any other reason the Superintendent determines is in the best interest of the school.

V. Termination:

The Agreement may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to Big Brothers Big Sisters for its failure to cure a material breach of this Agreement.

VI. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and Big Brothers Big Sisters.

VII. Equal Opportunity:

During the performance of this Agreement, Big Brothers Big Sisters shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee, student or student's, parent or guardian because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability or limitations related to pregnancy, childbirth, or related medical conditions.

VIII. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that Big Brothers Big Sisters is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the other party.

IX. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

X. Entire Agreement:

This Agreement contains the entire agreement between JCPS and Big Brothers Big Sisters supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

IN TESTIMONY THEREFORE, the parties have caused this MOU to be executed in their respective names, on the day and year signed below, with the effective date as of October 28, 2020.

JEFFERSON COUNTY BOARD OF EDUCATION:

Marty Pollio, Ed.D.
Superintendent

Date

BIG BROTHERS BIG SISTERS OF KENTUCKIANA SERVICES:

Sarah Ballard
Chief Program Officer

Date

