

**Memorandum of Understanding
Between
Jefferson County Board of Education
And
Hope Collaborative**

This Memorandum of Understanding (hereinafter "MOU") is entered into as of this 27th 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 Hope Collaborative Christian Community Development Inc. (hereinafter "Hope Collaborative"), a Kentucky nonprofit corporation with its principal place of business at 5007 Southside Drive, Louisville, Kentucky 40214.

WHEREAS, JCPS and Hope Collaborative 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 academic performance and social skills;

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

I. Hope Collaborative agrees to:

- a) Assign a Hope Collaborative In-School Program Coordinator to work with designated school faculty in coordinating program services that include: mentoring, character counts, crisis intervention for students and their families.
- b) Provide students and their family's access to other Hope Collaborative partnering organizations for social services including but not limited to furniture, clothing, back to school supplies, legal counsel, etc.
- c) Mentors will work with mentees in a virtual setting. As the COVID -19 restrictions are lifted, caring adult mentors will be placed in the school for the purpose of forming productive, ongoing mentorship relationships with students.
- d) Implement a small group virtual mentoring program with a ratio of one (1) adult to four (4) students or a team mentoring program of at least two (2) adults with a small group, having an adult/child ratio of one (1) to four (4). As the COVID-19 restrictions are lifted, the virtual setting will shift in person small group mentoring.
- e) Require approved mentors to commit one full school year to their assigned students.

- f) Place in the school only approved mentors that have undergone a thorough screening process that includes a criminal history check as listed in item j), a formal interview and reference check.
- g) Provide training for mentors on their role, responsibilities, and limitations with the student(s), school and Hope Collaborative equipping them with the knowledge and skills to build meaningful productive relationships with their assigned students.
- h) Conduct workshops for parents of students to equip them with the necessary skills to create healthy home environments.
- i) Conduct an annual evaluation of Hope Collaborative's mentoring program in collaboration with the school determining the overall impact of the mentoring process and related services and provide a copy of any report or program evaluation to:

Dr. Dena Dossett

Chief, Accountability, Research & Systems Improvement

VanHoose Education Center

3332 Newburg Road

Louisville, KY 40218

- j) 1. Require all following, pursuant to KRS 160.380 for all contractors, employees, interns and volunteers under this agreement:
 - a. A state criminal records check;
 - b. A state and national criminal (fingerprint) history background check; AND
 - c. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record.

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.

2. 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.

- k) Hope Collaborative 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 Hope Collaborative.
- l) Hope Collaborative 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.
- m) If the performance of this Agreement involves the transfer by JCPS to Hope Collaborative of any data regarding any student that is subject to FERPA, Hope Collaborative 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 Hope Collaborative and its employees, contractors, volunteers and agents, without the approval of JCPS.
 - iii. Require all employees, contractors, volunteers and agents of Hope Collaborative 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 Hope Collaborative 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 Hope Collaborative for the purposes of the Project.
- n) Hope Collaborative 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.
 - o) Hope Collaborative will 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.
 - p) Hope Collaborative understands and agrees that the services of the in-school coordinator and mentors may not interfere with the instructional program of JCPS.
 - q) Hope Collaborative shall take precautions to ensure that the employees, contractors, volunteers and agents of any religious institutions that are in partnership with Hope Collaborative in the services provided under this Agreement shall not base the content of the services upon any religious policies or procedures; shall not engage in any religious

proselytizing or praying during the provision of 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.

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 Hope Collaborative.
- c) Participate in monthly progress meetings with Hope Collaborative's 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) The content of the mentoring program will not be based upon any religious policies or procedures. Religious proselytizing and praying during any part of the mentoring program are strictly prohibited. In addition, no curricular resources, materials or activities of Hope Collaborative in the mentoring program will incorporate religious symbols, literature, language or references of any type. Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this MOU pursuant to Article V of this Agreement.

IV. Period of Performance

This MOU shall be in effect for the period beginning October, 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, evidence exists that a mentor is engaged in proselytizing with a JCPS student as part of the mentorship 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 Hope Collaborative 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 Hope Collaborative.

VII. Equal Opportunity:

During the performance of this Agreement, Hope Collaborative 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 Hope Collaborative 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 Hope Collaborative and 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 27, 2020.

JEITERSON COUNTY BOARD OF EDUCATION:

Marty Pollio, Ed.D.
Superintendent

Date

HOPE COLLABORATIVE CHRISTIAN COMMUNITY DEVELOPMENT, INC.

Marita Willis
Chief Empowerment Officer/Executive Director

Date