

**Memorandum of Understanding
Between
Jefferson County Board of Education
And
National CARES Mentoring Movement**

This Memorandum of Understanding (hereinafter "MOU") 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 National CARES Mentoring Movement, Inc. (hereinafter "CARES"), with its principal place of business at 5 Penn Plaza, 23rd Floor, New York NY 10001.

WHEREAS JCPS and CARES, via the Derby City CARES Affiliate, desire to implement a mentoring program (hereinafter "Project") at Maupin Elementary School (hereinafter "Maupin").

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

I. CARES agrees to:

- A. Provide trained healing professionals (*MSW interns, social workers, psychologists, counselors, etc.*), to facilitate weekly Wellness Mentoring Circles, on days and times to be mutually agreed upon. It is understood that Wellness Mentoring Circles are non-clinical mentoring support programs for young people using CARES proprietary, culturally anchored, healing-centered curriculum.
- B. Provide training to Maupin school-based counseling staff on select CARES proprietary curriculum to build capacity of identified Maupin staff to eventually lead and facilitate weekly Wellness Mentoring Circles. Once all training is complete, CARES will provide a certificate of completion and a license to JCPS to be able to deliver said curriculum within JCPS only by trained and certified facilitators.
- C. Work with Derby City CARES Affiliate to identify, screen and deploy mentors and subject matter experts to participate in group mentoring activities and workshops at Maupin.
- D. Coordinate ongoing (in-person and virtual) mentor support.
- E. All employees, volunteers and contractors (including employees of contractors) of CARES performing services on JCPS school premises during JCPS school hours under this Agreement are required 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 administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

- F. No contactor, 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.
- G. 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 contactor, employee, intern or volunteer has been convicted of the following:
- i. Any conviction for sex-related offenses;
 - ii. Any conviction for offenses against minors;
 - iii. Any conviction for felony offenses except as provided in number 6 below;
 - iv. Any conviction for deadly weapon-related offenses;
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.
 - vii. 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.
- H. CARES 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 CARES.
- I. For any projects involving research, program evaluation, monitoring activities, or data collection of any kind, 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, also referred to herein as the "data") 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.

- J. CARES acknowledges that all student data 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 including but not limited to 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.
- K. CARES 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.
- L. CARES 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/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- M. CARES understands and agrees that the Project may not interfere with the instructional program of JCPS.
- N. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to CARES. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to CARES.

II. Jefferson County Public Schools/Maupin agrees to:

- A. Be available on a regular and as-needed basis to discuss mentoring project progress and/or challenges with the program with CARES national leadership team and Derby City CARES Affiliate leaders.
- B. Provide virtual classroom platform (*Zoom, Microsoft Teams, Google Meet, etc.*) or in-person meeting space for weekly Wellness Mentoring Circle sessions to take place.
- C. Identify space onsite at school to co-host culmination activity in the Spring.
- D. JCPS agrees that CARES proprietary curriculum is confidential and will not distribute said curriculum or replicate it without the express written permission of CARES unless JCPS is required to disclose by valid court order or by law. JCPS will only allow trained and certified facilitators access to CARES proprietary curriculum. Should additional training be needed for new staff, JCPS will retain CARES to provide additional training/support. In addition, as new modules are developed and/or new teaching strategies/methods, JCPS agrees to make their trained and certified staff available to participate in any updated training.

- E. JCPS agrees to provide annual data on how many students received Wellness Mentoring Circles facilitated by JCPS staff only after IRB approval and the approval of a Data Sharing Agreement.

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. 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 August 1, 2021 and ending June 30, 2022. 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 if 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 CARES 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 CARES.

VII. Equal Opportunity:

During the performance of this Agreement, CARES 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 CARES is always 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. Public Disclosure

JCPS/Maupin and CARES will not issue any public statement, press release, article or other public disclosure concerning the Mentoring USA program or the partnership without securing prior written consent and approval regarding the content. None of the parties will unreasonably withhold consent regarding public disclosure on the CARES program. Except as provided herein, CARES nor JCPS/Maupin shall use the name or emblem of the other in any public materials without the prior written consent of the other party.

XI. Indemnification:

- A. To the extent permitted by Kentucky law, JCPS/Maupin agree to indemnify and hold harmless, CARES, its directors, officers, and agents, from all judgments, claims, expenses, losses and obligations, including reasonable attorney's fees arising out of the acts or omissions of partner site, its employees or agents under this Agreement.
- B. CARES agrees to compensate and hold harmless, JCPS/Maupin its directors, officers, agents from any and all judgments, claims, expenses, losses and obligations, including reasonable attorney's fees arising out of the acts and omissions of CARES, its employees or agents under this agreement. CARES will provide a certificate of general liability and professional liability if so desired.

XII. Entire Agreement:

This Agreement contains the entire agreement between JCPS and CARES and supersedes all prior agreement 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 name, on the day and year signed below, with the effective date as of August 1, 2021.

Jefferson County Public Schools:

Marty Pollio, Ed.D.
Superintendent

Date

A. Authorized CARES Representative:



Stephen Powell
Chief Programs/Partnerships Officer

6.29.21

Date