

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Jefferson County Board of Education**  
**And**  
**Phi Beta Sigma Fraternity, Inc.**

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 Phi Beta Sigma Fraternity, Inc. (hereinafter "PHI BETA SIGMA"), with the local chapter mailing address being P.O. Box 161193, Louisville, Kentucky 40256.

WHEREAS PHI BETA SIGMA is committed to building student literacy and encouraging students to work towards closing academic and achievement gaps.

WHEREAS PHI BETA SIGMA wishes to adopt Lincoln Elementary Performing Arts School to mentor students to prepare them for future success.

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

**1. Duties of JCPS/Lincoln Elementary Performing Arts School:**

- a. Schedule mentoring activities with PHI BETA SIGMA and provide space.
- b. Obtain parental consent if regular individual or small group mentoring will occur with students.

**2. Duties of: PHI BETA SIGMA**

- a. Plan, manage and support volunteer mentors, including ensuring they have the requisite background check, references and mentor training. Annually, each PHI BETA SIGMA mentor providing services in JCPS must sign a Service Provider's Employee Non-Disclosure Statement.
- b. Before collecting any student information or data, administering surveys, pre/post-tests, interviews, polls, focus groups, observations or similar activities, contact the JCPS Institutional Review Board Chair at: [JCPS.IRB@jefferson.kyschools.us](mailto:JCPS.IRB@jefferson.kyschools.us).
- c. 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.

- d. If the performance of this Agreement involves the transfer by JCPS to PHI BETA SIGMA 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”), PHI BETA SIGMA and JCPS must manage the data transfer in accordance with FERPA requirements, and PHI BETA SIGMA agrees to the following conditions:
  - i. If PHI BETA SIGMA 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 PHI BETA SIGMA before the JCPS IRB-approved informed consent process has been executed. In this case, PHI BETA SIGMA does not function as an exception under FERPA. PHI BETA SIGMA 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. PHI BETA SIGMA must deliver copies of the signed authorization to JCPS upon request.
  - ii. If PHI BETA SIGMA has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then PHI BETA SIGMA 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 PHI BETA SIGMA 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 PHI BETA SIGMA to comply with all applicable provisions of FERPA with respect to any such data. PHI BETA SIGMA 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. PHI BETA SIGMA 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 PHI BETA SIGMA 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.
- e. 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.
- f. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- g. Acknowledges that JCPS retains the right to audit PHI BETA SIGMA's compliance with this agreement.
- h. PHI BETA SIGMA 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.
- i. 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.
- j. 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.
- k. Require all PHI BETA SIGMA 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.
1. PHI BETA SIGMA 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.
- m. PHI BETA SIGMA staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
  - n. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to PHI BETA SIGMA. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to PHI BETA SIGMA.
  - o. PHI BETA SIGMA will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with PHI BETA SIGMA in the project 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.

### **3. Mutual Duties:**

- a. 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.
- b. 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.

- c. The respective administrative offices of JCPS and PHI BETA SIGMA 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 on the date of execution and shall terminate on December 31, 2026. The Agreement may be extended by mutual written agreement of JCPS and PHI BETA SIGMA.
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, PHI BETA SIGMA 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 reach of paragraph 2.f. above. In the event of an immediate termination, PHI BETA SIGMA 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 PHI BETA SIGMA.
7. **Independent Parties**: JCPS and PHI BETA SIGMA 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 PHI BETA SIGMA concerning the PHI BETA SIGMA 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.

**Jefferson County Public Schools:**

**Phi Beta Sigma Fraternity, Inc.:**

\_\_\_\_\_  
Marty Pollio, Ed.D, Superintendent

  
\_\_\_\_\_  
Cortez Hampton, Chapter President

**Date:** \_\_\_\_\_

**Date:** January 9th, 2025

# Attachment

## PHI BETA SIGMA FRATERNITY, INC.

Corporate Headquarters | William E. Doar, Jr. Building | 145 Kennedy Street, N.W. | Washington, D.C. 20011-5260

Office (202) 726-5424 | Fax (202) 882-1681



### Memorandum of Understanding

#### Between

Epsilon Beta Sigma Chapter

of

**Phi Beta Sigma Fraternity, Inc.**

and

Lincoln Performing Arts School

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into agreement by and between Epsilon Beta Sigma Chapter of Phi Beta Sigma Fraternity, Inc. (hereinafter referred to as "Chapter") and the Lincoln Performing Arts School

(hereinafter referred to as "Adopted School"), whose address is 930 E Main St, Louisville, KY 40206.

#### **Background**

In 2014, President Barack Obama signed a Presidential Memorandum establishing *My Brother's Keeper* Task Force. This task force is a coordinated Federal effort to address persistent opportunity gaps faced by boys and young men of color and ensure that all young people can reach their full potential. Phi Beta Sigma Fraternity, Inc., answering the call from President Obama, proudly introduced its "*I Am My Brother's Keeper*" program. Through this program, the Fraternity adopted a 10-point agenda to address issues impacting men of color in our communities. From the 10-Point Agenda developed by our International Program Directors, our fraternity is charged with adopting at least 100 schools throughout the United States, with the purpose of building student literacy and encouraging the student population to work towards closing the academic & achievement gaps that currently exist.

#### **Purpose**

This MOU memorializes a collaboration between the Chapter and the Adopted School, with the goal to help close academic and achievement gaps that currently exist in our educational system.

#### **Responsibilities of each Party**

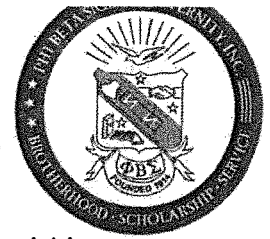
The Chapter and Adopted School shall adhere to all federal, state, and school district rules and regulations regarding participation pursuant to this MOU.



# PHI BETA SIGMA FRATERNITY, INC.

Corporate Headquarters | William E. Doar, Jr. Building | 145 Kennedy Street, N.W. | Washington, D.C. 20011-5260

Office (202) 726-5424 | Fax (202) 882-1681



To accomplish the above referenced purpose, the Chapter will undertake the following activities:

- Meet with the administrator, designated teachers, and students of the Adopted School.
- Provide mentoring for the students in accordance with the rules and procedures of the Adopted School.
- Emphasize to the students the importance of study and concentration in the areas of English, Reading, Writing, Mathematics, Science, Social Studies, and Life Skills (if applicable)
- Offer opportunities to establish a Sigma Beta Club in accordance with the applicable rules and process of Phi Beta Sigma Fraternity, Inc.

Each party will appoint a person to serve as the official contact and all related activities shall be coordinated through those persons. The appointees of each organization are:

Chapter: Dalton Holt  
Adopted School: Felicia Ward

## Duration

This MOU shall remain in effect for a period of two (2) calendar year. Either the Chapter or Adopted School may terminate this MOU upon thirty (30) days notice to the other party.

## Funding

There will be no transfer of funds or other financial obligations between the Chapter and the Adopted School in connection with this MOU.

## Contact Information

Adopted School: Lincoln Performing Arts School  
Adopted School's Principal: Melissa Case  
Adopted School's Address: 930 E Main St, Louisville, KY 40206  
502-485-8291  
~~Telephone Number:~~ Melissa.case@jefferson.kyschools.us  
Email Address: \_\_\_\_\_

# PHI BETA SIGMA FRATERNITY, INC.

Corporate Headquarters | William E. Doar, Jr. Building | 145 Kennedy Street, N.W. | Washington, D.C. 20011-5260

Office (202) 726-5424 | Fax (202) 882-1681



Chapter Name: Epsilon Beta Sigma Chapter  
Chapter President: Cortez Hampton  
Chapter Mailing Address: P.O. Box 991654 Louisville KY, 40269  
Telephone Number: \_\_\_\_\_  
Email Address: phibetasigma.louisville@gmail.com

*Neerik Car* \_\_\_\_\_ *10-16-24* \_\_\_\_\_  
Adopted School's Principal Signature Date

*[Signature]* \_\_\_\_\_ October 8th, 2024 \_\_\_\_\_  
Chapter President's Signature Date

\_\_\_\_\_  
School District Superintendent (If Applicable) Date

\*\*\*Email all completed MOUs to [programs@phibetasigma1914.org](mailto:programs@phibetasigma1914.org) and [education@phibetasigma1914.org](mailto:education@phibetasigma1914.org).\*\*\*