

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
See Forward Ministries Corporation

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 See Forward Ministries Corporation (hereinafter "See Forward"), a 501(c)(3) corporation located at 2817 Hikes Lane, Louisville, KY 40218.

WHEREAS the Kentucky Office for Refugees has awarded See Forward a *Youth Mentoring for Refugee Youth and Young Adults in Kentucky* grant (hereinafter "YM grant") to offer one-to-one and group mentoring to Office for Refugee Resettlement (ORR)-eligible refugee and immigrant youth ages 15-24; and

WHEREAS See Forward is uniquely qualified to offer mentoring to ORR-eligible youth who speak Kinyarwanda, Kinyamulenge, Kirundi, Swahili, French, Lingala, and/or Bembe; and

WHEREAS JCPS and See Forward desire to enter into an agreement for See Forward to provide one-to-one and group mentoring outside of regular school hours to JCPS refugee and immigrant students referred by Iroquois High School, Newcomer Academy, Seneca High School, and/or the JCPS Office of Multilingual Learners.

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

1. Duties of JCPS:

- a. JCPS will support See Forward's YM grant implementation as follows:
 - i. School-based representatives from Iroquois High School, Newcomer Academy, Seneca High School, and the JCPS Office of Multilingual Learners will identify potential mentees who speak Kinyarwanda, Kinyamulenge, Kirundi, Swahili, French, Lingala, and/or Bembe and verify those students' YM grant-eligibility.
 - ii. School-based representatives will present the opportunity to YM grant-eligible students in 1.a.i and refer interested students to See Forward for one-to-one and group mentoring outside of regular school hours.
 - iii. School-based representatives will serve as the point of contact between school administration and See Forward for students receiving mentoring services from See Forward through the YM grant.

- b. If See Forward is able to offer one-to-one and/or group mentoring to JCPS refugee and immigrant students not funded by the YM grant:
 - i. School-based representatives from Iroquois High School, Newcomer Academy, Seneca High School, and the JCPS Office of Multilingual Learners will identify potential mentees who speak Kinyarwanda, Kinyamulenge, Kirundi, Swahili, French, Lingala, and/or Bembe.
 - ii. School-based representatives will present the opportunity to those students identified in 1.b.i and refer interested students to See Forward for one-to-one and/or group mentoring outside of regular school hours.
 - iii. School-based representatives will serve as the point of contact between school administration and See Forward for students in 1.b.ii who receive mentoring services from See Forward.
- c. JCPS will not provide student data for reporting purposes.

2. Duties of See Forward:

- a. Provide one-to-one and group mentoring during the 2025-26 school year as follows:
 - i. See Forward's Youth Mentoring Program, "Bridge to Your Future", program will focus on the strategic areas of college readiness, career readiness, social-emotional skills and the celebration of cultural heritage and identity.
 - ii. See Forward's Youth Mentoring Program will pair youth with mentors from similar cultural and/or language backgrounds, providing youth with a role model who understands the experience of being a refugee in the US. Youth will meet with their mentor a minimum of 6 hours per month for a minimum of 6 months.
 - iii. Once per week, youth will gather for Cultural Identity Workshops led by SFM staff that will explore the experience of being a refugee youth in the US.
 - iv. Once per month, See Forward will provide "College and Career Readiness" workshops led by community professionals and See Forward staff during which professionals from a variety of fields will present information about jobs in that field.
 - v. Once per quarter, See Forward will organize a visit to a college campus, including a campus tour and information session conducted by college admission office staff.
 - vi. See Forward will not provide services on JCPS property.

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

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 See Forward 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 May 14, 2025 and shall terminate on September 30, 2026. Agreement may be extended by mutual written agreement of JCPS and See Forward.
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, See Forward 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, See Forward 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 See Forward.
7. **Independent Parties**: JCPS and See Forward 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 See Forward concerning the See Forward 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:

See Forward Ministries:

Marty Pollio, Ed.D, Superintendent

Kevin Uyisenga
Kevin Uyisenga, Executive Director

Date: _____

Date: 04/21st/2025