



**Memorandum of Understanding
Between
Elizabethtown Independent Schools
and
Hope Collaborative**

This Memorandum of Understanding (hereinafter "MOU") is entered into as of this July 1, 2024 between Elizabethtown Independent Schools, a political subdivision of the state of Kentucky, with its principal place of business at 219 Helm Street, Elizabethtown, Kentucky 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 Elizabethtown Independent Schools and Hope Collaborative desire to collaborate to place caring, competent and consistent adults in the lives of students, 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, Elizabethtown Independent Schools 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, curriculum implementation, crisis intervention for students and their families.
- b) Provide students and their families access to other Hope Collaborative partnering organizations for social services including but not limited to basic needs, school supplies, mental health services, educational workshops, etc.
- c) Place caring adult mentors in the school for the purpose of forming productive, ongoing relationships with students.
- d) Implement a small group mentoring program with the ideal ratio of one (1) adult to four (4) students. Group size and ratio can be adjusted based on the need of the school.
- e) Require approved mentors to commit to 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 and responsibilities 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 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:

Travis Gay, Director of Student Services
219 Helm Street
Elizabethtown, KY 42701

- i) Require all employees, volunteers, contractors, students or interns providing services under this MOU to have on file a Criminal Records Check, per Kentucky law Elizabethtown Independent Schools requirements.
- j) Ensure that the volunteers/contractors/employees under the supervision Elizabethtown Independent Schools staff shall comply in all material respects with all applicable laws and regulations and all applicable Elizabethtown Independent Schools policies and procedures of with Elizabethtown Independent Schools informs Hope Collaborative.
- k) Hope Collaborative acknowledges that the data, e.g. Progress Notes, Outcome Data Reports, Teacher Surveys, is confidential data and proprietary to Elizabethtown Independent Schools, and agrees to protect the data from unauthorized disclosures and to comply with all Elizabethtown Independent Schools I, Local, State and Federal confidentiality laws and regulations.
- l) If the performance of this Agreement involves the transfer by Elizabethtown Independent Schools to Hope Collaborative of any data regarding any student that is subject to FERPA, Hope Collaborative agrees to:
 - 1. In all respects comply with the provisions of FERPA.
 - 2. 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 Elizabethtown Independent Schools
 - 3. Require all employees, contractors, volunteers and agents of Hope Collaborative to comply with all applicable provisions of FERPA with respect to any such data.
 - 4. 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.
 - 5. Collect data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents 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.
 - 6. Destroy or return to Elizabethtown Independent Schools 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.
- m) Acknowledges that any violation of this MOU and/or provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for Elizabethtown Independent Schools to immediately terminate this MOU pursuant to Article V of this Agreement.
- n) 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 Elizabethtown Independent Schools with a certificate of insurance upon request.
- o) Understands and agrees that the services of the in-school coordinator and mentors may not interfere with the instructional program of Elizabethtown Independent Schools.

II. Elizabethtown Independent Schools Agrees To:

- a) Assign a School Liaison to work with the Hope Collaborative In-School Program Coordinator and in coordinating services that include: mentoring, crisis intervention for students and their families and program assessment.
- b) Identify students with the greatest need for mentoring, which includes those students needing academic and pro-social development
- c) Assist in obtaining parental consent for a student's participation in the mentoring program through the form of signed permission forms.
- d) Allow and assist in data collection by Hope Collaborative as agreed upon in advance by both Elizabethtown Independent Schools and Hope Collaborative.

- e) Participate in progress meetings with Hope Collaborative's In-School Program Coordinator.
- f) Provide In-School Program Coordinator access to student grades, attendance and behavior, subject to parent/guardian consent.
- g) Provide mentors with relevant information on students, subject to written parent/guardian consent, in accordance with federal laws, specifically FERPA that will aid staff in development of Individual Education Plans (IEP).
- h) Have participating students prepared for their mentoring sessions at 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 Elizabethtown Independent Schools vision, mission, philosophy, and values.
- 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 Elizabethtown Independent Schools to immediately terminate this MOU pursuant to Article V of this Agreement.

IV. Period of Performance:

This agreement shall be effective for a period of twelve (12) months beginning July 1, 2025, and ending June 30, 2026.

V. Termination:

This 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 Elizabethtown Independent Schools 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 Elizabethtown Independent Schools 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, and the American Disabilities Act, and shall not discriminate against any Elizabethtown Independent Schools employee or student because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veterans status, genetic information, or disability.

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 Elizabethtown Independent Schools, and neither party shall be construed to be an agent or representative of the other party. Except as provided herein, Elizabethtown Independent Schools shall not have any control or direction over the manner, methods or means by which Hope Collaborative performs its work and functions.

IX. Captions:

Section titles or captions contained in this 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 Elizabethtown Independent Schools Board of Education 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 the MOU to be executed in their respective names, on the day and year signed below, with the effective date as of July 1, 2024.

Elizabethtown Independent Schools

Paul M. Mullins, Superintendent

Date

NAME 2, TITLE 2

Date

HOPE COLLABORATIVE CHRISTIAN COMMUNITY DEVELOPMENT, INC.

Scott Brown, Executive Director

Date