

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
C.H.O.I.C.E. (Children Have Options In Choosing Experiences) Incorporated

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 **C.H.O.I.C.E. (Children Have Options in Choosing Experiences) Incorporated** (hereinafter "**C.H.O.I.C.E., Inc**"), a non-profit located at 3715 Bardstown Road, Suite 303, Louisville, KY 40218, licensed by the Commonwealth of Kentucky as a prevention/early intervention program for alcohol and drug abuse.

WHEREAS C.H.O.I.C.E., Inc's "Dare to Dream" Sports Leadership & Mentoring Program, a cross-age peer mentoring initiative where staff trains high school student-athletes to mentor younger elementary students in 4th and 5th grades. Simultaneously, C.H.O.I.C.E. offer all students group and individual counseling and offers families case -management. The "Dare to Dream" program focuses on building resilience, enhancing academic motivation, and empowering our youth to become engaged, hopeful members of our city.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and C.H.O.I.C.E. agree as follows:

1. Duties of JCPS:

- a. Identify elementary students with the greatest need for mentoring, which includes those students needing academic and pro-social development.
- b. Identify high school student athletes with leadership skills and willingness to mentor young students who need of academic motivation and pro-social development.
- c. Identify high school and elementary students who have been exposed to Adverse Childhood Experiences (ACEs) who need assistance processing trauma and developmental resilience and coping skills.

2. Duties of C.H.O.I.C.E.:

- a. Plan, manage, and support C.H.O.I.C.E., Inc. staff and volunteers, including vetting to ensure they provide valuable services to school age youth and meet the following conditions for data sharing:
 - i. Annually, each C.H.O.I.C.E., Inc. staff member and volunteer providing services in JCPS must sign a Service Provider's Employee Non-Disclosure Statement.
 - ii. Annually, C.H.O.I.C.E. staff must distribute and collect the Community Learning Place Authorization to Release Education Records and Consent Form for each student and collaborate with the JCPS liaison.
 - iii. Assign a C.H.O.I.C.E., Inc. In-School Program Coordinator to work with designated school faculty in coordinating program services that include: mentoring, group and student counseling, while offering case management to families.
 - iv. Provide students and their family's access to other C.H.O.I.C.E., Inc partnering organizations for social services including but not limited to basic needs, school supplies, mental health services, educational workshops, etc.
 - v. Implement a small group mentoring program with the ideal ratio of two (2) adults to fifteen (15) students. (Group size and ratio can be adjusted based on the needs of the school.)
 - vi. Require approved high school student mentors to commit one full school year to their assigned students. Place in the school only approved volunteers and C.H.O.I.C.E. staff that have undergone a thorough screening process that includes a criminal history check, a formal interview and reference check.
 - vii. Provide training for high school student mentors on their role, responsibilities, and limitations with the student(s), school, and C.H.O.I.C.E., Inc. equipping them with the knowledge and skills to build meaningful productive relationships with their assigned elementary students.
 - viii. Student Mentors will work with elementary mentees in person in the school setting.
- b. C.H.O.I.C.E., Inc 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 C.H.O.I.C.E., Inc 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”), C.H.O.I.C.E., Inc and JCPS must manage the data transfer in accordance with FERPA requirements, and C.H.O.I.C.E., Inc agrees to the following conditions:
- i. If C.H.O.I.C.E., Inc. 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 C.H.O.I.C.E., Inc before the JCPS IRB-approved informed consent process has been executed. In this case, C.H.O.I.C.E., Inc does not function as an exception under FERPA. C.H.O.I.C.E., Inc. 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. C.H.O.I.C.E., Inc must deliver copies of the signed authorization to JCPS upon request.
 - ii. If C.H.O.I.C.E., Inc has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then C.H.O.I.C.E., Inc 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 C.H.O.I.C.E, Inc 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 C.H.O.I.C.E., Inc to comply with all applicable provisions of FERPA with respect to any such data. C.H.O.I.C.E., Inc 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. C.H.O.I.C.E. Inc 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 C.H.O.I.C.E., Inc 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. Acknowledges that JCPS retains the right to audit C.H.O.I.C.E., Inc 's compliance with this agreement.
- f. C.H.O.I.C.E., Inc. 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.
- g. 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.
- h. 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.
- i. Require all C.H.O.I.C.E., Inc. 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. C.H.O.I.C.E., Inc 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. C.H.O.I.C.E., Inc 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 C.H.O.I.C.E., Inc. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to C.H.O.I.C.E., Inc.

2. 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 C.H.O.I.C.E., Inc 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 January 21, 2026, and shall terminate on January 21, 2027. The Agreement may be extended by mutual written agreement of JCPS and C.H.O.I.C.E., Inc. 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, C.H.O.I.C.E., Inc 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, C.H.O.I.C.E. shall not be permitted to continue to provide services after receipt of the notice of termination.


5. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and C.H.O.I.C.E., Inc.
6. **Independent Parties**: JCPS and C.H.O.I.C.E., Inc 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.
7. **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.
8. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and C.H.O.I.C.E., Inc. concerning the C.H.O.I.C.E., Inc. and supersedes all prior agreements, either written or oral, regarding the same subject matter.
9. **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.
10. **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.
11. **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:

C.H.O.I.C.E. (Children Have Options in
Choosing Experiences) Incorporated:

Dr. Brian Yearwood, Superintendent



Dr. Dawn Shannon, Program Coordinator

Date: 01/13/2026

Date: January 09, 2026

**Recommendation for Approval of Memorandum of Agreement with
Children Have Options in Choosing Experiences Incorporated
(C.H.O.I.C.E. Inc.)**

Recommended Motion

Superintendent Dr. Brian Yearwood recommends that the Board of Education approve the attached Memorandum of Agreement with Children Have Options in Choosing Experiences Incorporated (C.H.O.I.C.E. Inc.) and authorize the superintendent to sign same.

Rationale

The agreement is directly connected to the District's Strategic Plan, Goal One: Deeper Learning. This work supports Vision 2020 strategy 3.2.1. and 3.3.1, which states that each student will have access to responsive services using best practices to strengthen relationships with families, stakeholders, and the community. This will be achieved by providing a sports leadership and mentoring program that focuses on building resilience and empowering youth.

Submitted by: Dr. Katy DeFerrari

Attachment



C.H.O.I.C.E., Inc.

Youth Prevention/Intervention
Alcohol/Drug Program

Children Have Options In Choosing Experiences

Established in 1987

Helping Young People Strive for a Better Tomorrow

ATTACHMENT A

DATA REQUEST AND REPORTING SCHEDULE

Purpose: C.H.O.I.C.E. requests de-identified student administrative and climate indicators for evaluation of the relationship between program dosage and school climate outcomes during SY 2025–2026. Data will be used solely for evaluation, continuous improvement, and grant reporting purposes.

1. Data Request and Reporting Schedule

Record Collection Timeframe	School Year	When C.H.O.I.C.E. Will Submit Request	When JCPS Will Fulfill Request
Baseline (Pre- Program: Aug– Sep) <i>Please not programming is starting late due MOA approval</i>	SY 2025–26	Jan 1, 2025	Jan 31, 2025
Midpoint (January)	SY 2025–26	Mar 1, 2026	Mar 31, 2026
End of Year (May– Jun)	SY 2025–26	Jun 15, 2026	Jul 15, 2026

2. Data Elements Provided by C.H.O.I.C.E. Inc. for Matching

Minimum necessary elements for record matching under FERPA:

Student First Name
Student Last Name
JCPS Student ID
Date of Birth (optional if ID unavailable)
School Name

Program-Specific Dosage Data Provided by C.H.O.I.C.E.:

Program Start Date
Program End Date
Sessions Offered
Sessions Attended
Attendance Rate (%)
Program Tier / Intensity (Tier 1, Tier 2, Tier 3)
Mentor Participation (Yes/No)

List of Schools for C.H.O.I.C.E. Inc.

Fern Creek High School

Iroquois High School

Watterson Elementary

Dixie Elementary

Perry Elementary