

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Volunteers of America Mid-States

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 Volunteers of America Mid-States (hereinafter "VOA Mid"), a non-profit organization with its principal place of business located at 570 South Fourth Street, Suite 100, Louisville, Kentucky 40202.

WHEREAS, JCPS has been awarded a Project Prevent Grant from the U.S. Department of Education to implement community- and school-based strategies to help prevent community violence and mitigate the impacts of exposure to community violence.

WHEREAS, JCPS and VOA Mid are collaborating to expand restorative practices to improve students' social and psychological well-being and the social and academic learning environment for all funded through the Project Prevent Grant.

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

1. Duties of JCPS:

- a. Designate contact persons in each school to assist in coordinating services and participate in restorative justice conference processes for the child/youth and families referred to Volunteers of America Mid-States Restorative Justice (hereafter "VOA RJ") with parent/guardian written permission.
 - i. The participating schools will identify students in need of support and names will be submitted to JCPS staff.
 - ii. The participating schools will obtain parent/guardian written permission on the approved consent form (Attachment C).
 - iii. Work with designated VOA RJ personnel to coordinate services and provide reports in conjunction with child/youth and family.
 - iv. Designate the Multi-Tiered Systems of Support Manager to communicate and cooperate concerning the performance of all aspects and terms of this Agreement.
- b. For students with parent/guardian consent on file, provide data necessary for VOA RJ program service delivery as detailed in Attachment A: Student information – name, grade level, race/ethnicity, gender, school, date of birth; person referring student for services; referral and suspensions; behavior

description; parent/guardian information – name, relationship, phone number, and address; and referral and exit dates related to VOA RJ services.

2. Duties of VOAmid:

- a. Accept referrals identified by JCPS personnel consistent with the project scope.
 - i. Implement restorative justice practices to address the contributing factors and impact of the child/youth’s behavior while engaging the family and school personnel to develop a partnership to support the child/youth’s future success.
 - ii. Provide case management services to the child/youth and family to identify and coordinate services and supports to promote future success. Case management services will include conducting/referring for assessments, developing case management plans, coordinating the services needed by the youth and family seamlessly through services provided with VOAmid and external providers, and monitoring the progress of the case management plan while coordinating with the designated liaison/school personnel for the referring school.
 - iii. Provide at least weekly case management updates and data reviews on students and/or guardians to the JCPS project manager as outlined on Attachment A.
- 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 VOAmid 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”), VOAmid and JCPS must manage the data transfer in accordance with FERPA requirements, and VOAmid agrees to the following conditions:
 - i. If VOAmid 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 VOAmid before the JCPS IRB-approved informed consent process has been executed. In this case, VOAmid does not function as an exception under FERPA. VOAmid 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. VOAmid must deliver copies of the signed authorization to JCPS upon request.

- ii. If VOAmid has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then VOAmid 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 VOAmid 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 VOAmid to comply with all applicable provisions of FERPA with respect to any such data. VOAmid 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. VOAmid 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 VOAmid 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. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
- e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.

- f. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with monthly progress reports for each student/family in the VOA RJ program, including length of time and types of services. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- g. If relevant, obtain signed non-disclosures (Attachment B) for each individual from VOAmid responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- h. 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.
- i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- j. Acknowledges that JCPS retains the right to audit VOAmid's compliance with this agreement.
- k. VOAmid 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.
- l. 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.
- m. 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.
- n. Require all VOAmid 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.
- o. VOAmid 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.
 - p. VOAmid staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
 - q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to VOAmid. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to VOAmid.
 - r. VOAmid will ensure that all confidential data in its possession and in the possession of any subcontractors or agents to which they may have transferred data are destroyed within forty-five (45) days after the data are no longer needed for the specified purpose as defined in this agreement, upon JCPS' request or upon termination of this agreement. VOAmid agrees to provide written notice in an email to jcps.irb@jefferson.kyschools.us within forty-five (45) days after the data is destroyed outlining the date of destruction along with method of destruction.

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 VOAmid 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 **July 26, 2026** and shall terminate on **July 25, 2027**. The Agreement may be extended by mutual written agreement of JCPS and VOAmid.
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, VOAmid 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 data security as outlined above. VOAmid 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. In the event of an immediate termination, VOAmid 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 VOAmid.
7. **Independent Parties**: JCPS and VOAmid 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 VOAmid concerning the VOAmid 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.

13. Payment: JCPS will provide funding to VOAmid in accordance with the Project Prevent Federal Grant funds budget in Attachment D. JCPS will provide funding not to exceed \$170,368 only in accordance with the terms of the MOA. VOAmid billing for reimbursement must include (a) the cost categories outlined in the approved Attachment D, (b) supporting documentation with copies of actual invoices and travel reimbursement requests, and (c) appropriate signatures of authorized VOAmid officials.

Invoices may be sent monthly but no less than quarterly. The Final Invoice shall be clearly identified as "FINAL" and shall be submitted no later than 60 days after the MOA's end date. Any reimbursement requested that does not comply with this MOA and any process or procedure shall not be allowed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Volunteers of America Mid-States:

Brian Yearwood, Ed.D, Superintendent

Michael Heichelbech

Michael Heichelbech, Chief Financial Officer

Date: _____

Date: 4/7/2026

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Record Collection Timeframe	School year	When [partner] will submit request to JCPS	When JCPS will fulfill request
2027	SY 2026-27	Upon request for student/family support through VOA RJ Program	Within 14 business days

Data Elements Provided by VOAmid

Data Elements Given to JCPS by VOAmid
Student First Name
Student Last Name
Parent/Guardian First Name
Parent/Guardian Last Name
Progress for each family in VOA RJ Program
Length of time in VOA RJ Program
Types of services received in VOA RJ Program
Case plan for each student/family in VOA RJ Program
Progress towards the case plan completion for each student/family in VOA RJ Program

Data Elements Delivered to VOAmid from JCPS*

Data Elements Fulfilled by JCPS	Delivery Notes
JCPS Student ID or proxy	Confirmed at the time of fulfillment
Student First Name	Confirmed at the time of fulfillment
Student Last Name	Confirmed at the time of fulfillment
Student Grade Level	For each Student Record Collection Timeframe
Student Race/Ethnicity	For each Student Record Collection Timeframe
Student Gender	For each Student Record Collection Timeframe
JCPS School	For each Student Record Collection Timeframe
Student DOB	For each Student Record Collection Timeframe
Person referring student/family to VOA RJ program	For each Student Record Collection Timeframe
Number of referrals this year	For each Student Record Collection Timeframe
Number of suspensions this year	For each Student Record Collection Timeframe
Description of exhibited behaviors	For each Student Record Collection Timeframe
Status of JCPS BCBA Support	For each Student Record Collection Timeframe
Type of Tier 2 and/or 3 Interventions	For each Student Record Collection Timeframe
Parent/Guardian First Name	For each Student Record Collection Timeframe
Parent/Guardian Last Name	For each Student Record Collection Timeframe
Parent/Guardian relationship to student	For each Student Record Collection Timeframe

Parent/Guardian Phone Number	For each Student Record Collection Timeframe
Parent/Guardian Address	For each Student Record Collection Timeframe
Date Referred to VOA RJ Program	For each Student Record Collection Timeframe
Date Exited VOA RJ Program	For each Student Record Collection Timeframe

*** Weekly Progress Reports for each family in VOA RJ Program including length of time and types of services will be provided to JCPS staff. Signed parental consent forms are to be completed for each student to access data elements.**

ATTACHMENT B

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of _____ ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.
- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b. A Social Security number;
 - c. A taxpayer identification number that incorporates a Social Security number;
 - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:

ATTACHMENT C

JCPS Parent/Guardian Education Records Release Consent Form

Jefferson County Public Schools (JCPS) has partnered with Volunteers of America (VOA) to provide services to improve student well-being and academic learning. This partnership developed out of a grant JCPS received from the U.S. Department of Education to help prevent community violence and mitigate the impacts of exposure to community violence.

What services would my child receive?

The VOA will provide two types of services to JCPS schools, students, and families:

- Work with the school and family to develop a partnership to support the child/youth's future success through restorative justice practices.
- Assess student and family needs, coordinate services in response to those needs, and engage family and school personnel to develop a partnership to support the child/youth's future success.

What am I consenting to?

Your family and student's participation in VOA services and record sharing is voluntary. By signing this form, you are giving the VOA permission to communicate with JCPS concerning your student and/or your family, and you are permitting JCPS to communicate with VOA concerning your student and/or your family. You also authorize JCPS to release education records to VOA to receive services. **This includes your contact information as the parent/guardian and the following education records: student ID, name, demographic information, school name, referrals, suspensions, and Tier 2 and/or 3 interventions.**

What happens if I do NOT want my child to receive these services?

If you do not sign this form, VOA cannot engage with your family and student, and JCPS will not release your contact information or your child's records to VOA. Your child will not be penalized in any way by the school or teachers.

I understand that JCPS and the VOA are independent parties. I understand and agree that JCPS shall have no liability for the acts or omissions of the VOA, their employees, and volunteers. I have read and understand the contents of this form. I have received a copy, and I agree to its provisions. I understand that I may revoke this authorization at any time by written request. I understand that this authorization will remain in effect for the current school year or until revoked by me in writing to Dr. Naomi Handley. **Questions about this program also can be directed to Dr. Naomi Handley at (502) 485-6792 or naomi.handley@jefferson.kyschools.us.**

Student's Name: (Printed)		Student's Current Grade Level:	
Student's Current School:			
School Liaison Name and Phone (Printed):			
Parent/Guardian Name (Printed):			
Parent/Guardian Signature:		Date:	

ATTACHMENT D

Contractual services provided by Volunteers of America Restorative Justice under the JCPS Project Prevent Federal Grant Funds include:

Volunteers of America Restorative Justice Budget for Project Prevent Grant	Year 4
Two (2) Case Managers. Annual Salaries	\$91,000
Fringe Benefits	11,200
Interpretation Services	\$1,000
Office/Technology Supplies	\$3,600
Staff Phone/Internet	\$1,680
Office Space Rental	\$5,400
Supplies/resources for families receiving services - Funds will be used for clothing, food items, diapers, and other tangible emergency resources to meet their needs during the case management process.	\$9,500
Total before Indirect Costs	\$123,380
VOA Indirect Costs - 24.50% based on provided indirect cost agreement and allowable per this grant	\$25,039
TOTAL BUDGET	\$170,368