

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into effective July 1, 2026, by and between the Boone County Board of Education, on behalf of R.A. Jones Middle School, located at 8000 Spruce Drive, Florence, Kentucky 41042 (“School”), and Brighton Center, Inc., a Kentucky nonprofit corporation with its principal place of business at 741 Central Avenue, Newport, Kentucky 41071 (“Brighton Center”). This Agreement shall remain in effect through June 30, 2027, unless earlier terminated in accordance with its terms.

WHEREAS, R.A. Jones Middle School (“R.A. Jones”) is a public middle school operated by the Boone County Board of Education within the Boone County School District, a public school district established and maintained pursuant to Chapter 160 of the Kentucky Revised Statutes for the purpose of providing public education within Boone County, Kentucky; and

WHEREAS, Brighton Center, Inc. (“Brighton Center”) is a Kentucky nonprofit corporation with its principal place of business in Newport, Kentucky, that provides educational, family support, youth development, and community-based services throughout Northern Kentucky; and

WHEREAS, R.A. Jones desires to engage its students and families in youth leadership opportunities geared towards increasing student grades and attendance in furtherance of its educational mission; and

WHEREAS, Brighton Center possesses the experience, personnel, and resources necessary to provide such youth leadership; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions under which Brighton Center will provide services to R.A. Jones and its students and families.

NOW THEREFORE, it is agreed by and between the parties as follows:

I. Brighton Center Responsibilities. Brighton Center agrees to provide the following:

1.1 Program Services. Brighton Center shall provide and administer a Youth Leadership Development (“YLD”) Program for RA Jones Middle School students in accordance with the terms of this Agreement and all applicable federal, state, and local laws.

- a. Brighton Center shall enroll and engage students enrolled at RA Jones Middle School in grades six (6) through eight (8) to participate in the Youth Leadership Development (“YLD”) Program.
- b. Brighton Center shall provide structured programming designed to promote leadership development, life skills, decision-making, goal setting, problem-solving, social responsibility, and positive youth development in a safe and supportive environment.
- c. The YLD Program curriculum shall include opportunities for participants to apply acquired skills through community service, service-learning, and other experiential learning activities approved by the School.
- d. Brighton Center shall maintain a participant group size of no more than twenty-five (25) students unless otherwise approved in writing by the School Principal or Family Resource and Youth Services Center (“FRYSC”) Coordinator.
- e. During the school year, Brighton Center shall conduct program meetings no less than

once per week for approximately one (1) hour at RA Jones Middle School or another location approved in advance by the School.

- f. Any field trip, community service activity, off-campus event, guest speaker presentation, or transportation of students shall be subject to prior approval by the School and shall comply with all Boone County School District policies, procedures, and administrative regulations.
- g. Brighton Center shall encourage student achievement, positive attendance, leadership development, career exploration, responsible decision-making, and the avoidance of risky behaviors through program activities and mentoring.

1.2 Coordination and Reporting.

- a. Brighton Center shall coordinate all program activities with the RA Jones Middle School FRYSC Coordinator and School administration.
- b. No later than the first business day of each month, Brighton Center shall provide the FRYSC Coordinator with a written calendar identifying scheduled meetings, activities, guest speakers, field trips, service-learning projects, and other planned events.
- c. Brighton Center shall maintain accurate attendance and participation records and shall provide periodic reports, upon request of the School, regarding program participation, activities conducted, and program outcomes.
- d. Brighton Center shall immediately notify the School Principal or FRYSC Coordinator of any incident involving student safety, misconduct, injury, suspected abuse or neglect, criminal conduct, or any matter reasonably affecting student welfare.
- e. During the academic year, Brighton Center shall conduct program sessions for each cohort no less than once per week for approximately one (1) hour at RA Jones Middle School or another location approved in advance by the School.

1.3 Compliance with District Policies and Procedures.

- a. Brighton Center, its employees, agents, volunteers, and subcontractors shall comply with all applicable Boone County Board of Education policies, administrative procedures, school rules, safety protocols, visitor requirements, and directives issued by District or School administrators.
- b. Brighton Center acknowledges that participation in School activities and access to School property are privileges subject to District oversight and may be suspended or restricted by the District when necessary to protect students, staff, or District operations.
- c. Brighton Center shall ensure that all personnel providing services under this Agreement have satisfied all criminal background check, child abuse registry, and other screening requirements applicable to individuals working in Kentucky public schools.

1.4 Student Records and Confidentiality.

- a. Brighton Center, its employees, agents, volunteers, and subcontractors shall maintain the confidentiality of all student information and education records obtained, created, maintained, or accessed in connection with this Agreement.
- b. Brighton Center shall comply with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, all applicable state confidentiality laws, and all District requirements governing student information.
- c. Brighton Center shall not access, use, disclose, reproduce, retain, transmit, or share student information except as expressly authorized by the District and only to the extent necessary to perform services under this Agreement.
- d. Brighton Center shall implement reasonable administrative, technical, and physical safeguards to protect confidential student information from unauthorized access, disclosure, loss, theft, or misuse.
- e. Upon termination or expiration of this Agreement, or upon request of the District, Brighton Center shall promptly return or securely destroy all student information in its possession, custody, or control, except as otherwise required by law.
- f. Any actual or suspected unauthorized disclosure of student information shall be reported to the District immediately, but in no event later than twenty-four (24) hours after discovery.

II. R.A. Jones Middle School Responsibilities. School agrees to the following:

2.1 Program Promotion and Referrals. School may assist in promoting the Youth Leadership Development Program by distributing program information to students and families and, when appropriate, referring interested students to Brighton Center. Any promotional materials distributed by the School shall be subject to prior review and approval by the School.

2.2 Student Information. To the extent permitted by applicable law, including the Family Educational Rights and Privacy Act (“FERPA”), and subject to receipt of any required parental consents or releases, School may provide Brighton Center with student attendance, discipline, academic, and other educational information reasonably necessary for the administration and evaluation of the Program. The School shall have no obligation to disclose records or information prohibited by law, Board policy, or administrative procedure.

2.3 Transportation Assistance. Subject to the availability of District personnel, vehicles, funding, and administrative approval, School may collaborate with Brighton Center regarding transportation for approved field trips, service-learning activities, and other Program events. Nothing in this Agreement shall be construed as requiring the School or District to provide transportation services.

2.4 Facilities. Subject to availability and the operational needs of the School, School shall make reasonable efforts to provide suitable space on School property for Program activities. The School reserves the right to relocate, reschedule, restrict, or deny use of School facilities as necessary to support educational operations, student safety, maintenance needs, emergency situations, or compliance with Board policies and administrative procedures.

III. Funding of Cost and Services. Funding for Youth Leadership Development programming is established through the Boone County Fiscal Court. Neither party to this Agreement shall bear costs

for the facilitation of the YLD program unless agreed to in writing prior to the incurrence of the expense.

IV. Coordination, Oversight, and Program Evaluation.

4.1 The Parties shall cooperate in good faith and communicate as reasonably necessary to facilitate implementation of the Youth Leadership Development (“YLD”) Program and to further the objectives of this Agreement. Nothing herein shall be construed to limit the authority of the Boone County Board of Education, District administration, or RA Jones Middle School administration over School operations, student welfare, student records, or the use of School facilities.

4.2 Brighton Center personnel and designated School staff shall collaborate regarding student recruitment, enrollment, participation, and retention. All student recruitment activities conducted on School property or directed toward students shall be subject to prior approval by School administration.

4.3 Brighton Center shall provide the School's designated representative with monthly attendance reports and such additional program information as may be reasonably requested by the School to evaluate program participation and effectiveness.

4.4 Representatives of Brighton Center and School may meet periodically, as determined by the School, to review program implementation, student participation, outcomes, accomplishments, concerns, and opportunities for improvement. Brighton Center shall cooperate with all reasonable requests for information necessary for program evaluation and oversight.

4.5 At least quarterly, Brighton Center shall provide program data, outcome measurements, and other information reasonably requested by the School for purposes of evaluating program effectiveness and determining whether the Program continues to meet the needs of participating students.

4.6 Brighton Center shall maintain complete and accurate records relating to Program activities, attendance, services provided, and outcome measures and shall make such records available for review by the School upon reasonable request, subject to applicable confidentiality requirements.

4.7 The Parties acknowledge that student information and education records are confidential and protected by federal and state law. Brighton Center shall comply with all requirements of the Family Educational Rights and Privacy Act (“FERPA”), applicable Kentucky law, and Boone County Board of Education policies and procedures governing the collection, access, use, disclosure, storage, retention, and destruction of student information. Brighton Center shall not disclose confidential student information to any third party except as expressly authorized by law and the District.

4.8 Brighton Center shall immediately notify the School of any actual or suspected unauthorized access to, disclosure of, or loss of confidential student information and shall cooperate fully with the School in investigating and responding to any such incident.

4.9 The District reserves the right to monitor Program activities, observe Program sessions, review Program materials, and require reasonable modifications to Program operations to ensure compliance with District policies, student safety requirements, and the terms of this Agreement.

V. Term and Termination. This Agreement shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless earlier terminated. This Agreement may be amended only by a written agreement executed by authorized representatives of both Parties. Either Party may

terminate this Agreement without cause upon thirty (30) days' written notice to the other Party. The District may immediately suspend or terminate this Agreement upon written notice in the event of a material breach of this Agreement, a violation of applicable law or District policy, a failure to maintain required insurance or background check compliance, an unauthorized disclosure of confidential student information, or any conduct that, in the District's reasonable judgment, threatens the health, safety, welfare, or educational interests of students or staff. The Parties shall make reasonable efforts to resolve any dispute arising under this Agreement through informal discussions before pursuing other available remedies.

VI. Indemnification. To the fullest extent permitted by law, Brighton Center shall indemnify, defend, and hold harmless the Boone County Board of Education, the Boone County School District, R.A. Jones Middle School, and their respective board members, officers, employees, agents, and representatives from and against any and all claims, demands, actions, causes of action, liabilities, losses, damages, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the acts, omissions, negligence, recklessness, misconduct, or breach of this Agreement by Brighton Center or its employees, agents, volunteers, contractors, or representatives. This indemnification obligation shall include, without limitation, claims for bodily injury, personal injury, death, property damage, and the unauthorized access, use, disclosure, or loss of confidential or student information. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, official immunity, statutory protection, or other defense available to the Boone County Board of Education, Boone County School District, R.A. Jones Middle School, or their respective officers, employees, and agents under applicable law.

VII. Miscellaneous Provisions.

7.1 Brighton Center is and shall remain an independent entity. Neither Brighton Center nor any of its employees shall be deemed, via this Agreement, an employee, agent, partner, or joint venturer of the Boone County Board of Education, Boone County School District, or RA Jones Middle School. Brighton Center shall have sole responsibility for the supervision, compensation, benefits, and conduct of its employees, agents, volunteers, and subcontractors.

7.2 Throughout the term of this Agreement, Brighton Center shall maintain insurance coverage in commercially reasonable amounts, including commercial general liability insurance, automobile liability insurance (if vehicles are used in connection with the Program), workers' compensation insurance as required by law, and any other insurance reasonably required by the District. Upon request, Brighton Center shall provide certificates of insurance evidencing such coverage.

7.3 To the fullest extent permitted by law, Brighton Center shall indemnify, defend, and hold harmless the Boone County Board of Education, Boone County School District, RA Jones Middle School, and their respective board members, officers, employees, and agents from and against any and all claims, demands, actions, liabilities, losses, damages, judgments, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the negligent acts, omissions, misconduct, or breach of this Agreement by Brighton Center or its employees, agents, volunteers, or subcontractors.

Nothing contained herein shall be construed as a waiver of any governmental immunity, official immunity, statutory protection, limitation of liability, or other defense available to the Boone County Board of Education, Boone County School District, RA Jones Middle School, or their officers, employees, and agents under applicable law.

7.4 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law, and the invalid provision shall be deemed modified to the minimum extent necessary to render it enforceable.

7.5 This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior negotiations, representations, understandings, and agreements relating thereto. This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties and approved by the Boone County Board of Education if required by District policy or applicable law.

7.6 Nothing in this Agreement shall be construed to create any rights, remedies, or causes of action in any person or entity not a Party to this Agreement.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict-of-law principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Boone County, Kentucky, unless otherwise required by applicable law.

THE PARTIES TO THIS AGREEMENT EVIDENCE THEIR ACCEPTANCE OF ITS TERMS BY THEIR SIGNATURES BELOW:

Brighton Center, Inc.

Vice President Lauren Copeland

Date: _____

**The Boone County Board of Education
On behalf of R.A. Jones Middle School**

Jesse Parks, Board Chair

Date: _____