

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Blueprint 502

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education dba Jefferson County Public Schools (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Young Adult Development in Action, Inc. dba Blueprint 502 (hereinafter "BLUEPRINT"), a Kentucky corporation located at 800 South Preston Street, Louisville, KY 40203.

WHEREAS BLUEPRINT created the Smoketown Teen Empowerment and Mentoring Support (STEAMS) Program to serve youth in the Smoketown neighborhood.

Whereas the goals of the program are to increase youth attendance and educational attainment while reducing behavior issues and suspensions;

Whereas BLUEPRINT'S academic, behavioral and truancy reduction strategies are aligned with the district's Multi-tiered System of Support and address the needs of students requiring Tier 2 and Tier 3 interventions;

Whereas Meyzeek Middle School is located in the Smoketown community and is keenly interested in partnering with BLUEPRINT.

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

1. Duties of JCPS:

- a. Provide space for the STEAMS Program to operate within Meyzeek Middle School.
- b. School staff will provide referrals to the STEAMS program.

2. Duties of BLUEPRINT:

- a. At times designated by the school Principal, such as Advisory Period, BLUEPRINT may provide academic, behavioral and truancy reduction supports to students attending Meyzeek Middle school. The program will focus on students living in the Smoketown neighborhood, but it may also serve other students who attend the school as needed.
- b. BLUEPRINT will collect Parental Consent forms for students who enroll in the STEAMS Program, with a target of enrolling 75 students per year.

- c. BLUEPRINT will provide up to four staff to work with students at the school.
- d. Behavioral and Truancy reduction interventions may include program staff or volunteer mentors coaching students in social-emotional learning strategies or mental health referrals and services by licensed practitioners.
- e. BLUEPRINT will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with BLUEPRINT in the BLUEPRINT 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.
- f. 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.
- g. If the performance of this Agreement involves the transfer by JCPS to BLUEPRINT 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"), BLUEPRINT and JCPS must manage the data transfer in accordance with FERPA requirements, and BLUEPRINT agrees to the following conditions:
 - i. If BLUEPRINT 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 BLUEPRINT before the JCPS IRB-approved informed consent process has been executed. In this case, BLUEPRINT does not function as an exception under FERPA. BLUEPRINT 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. BLUEPRINT must deliver copies of the signed authorization to JCPS upon request.
 - ii. If BLUEPRINT has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then BLUEPRINT 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 BLUEPRINT 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 BLUEPRINT to comply with all applicable provisions of FERPA with respect to any such data. BLUEPRINT 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. BLUEPRINT 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 BLUEPRINT 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.
- 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 BLUEPRINT's compliance with this agreement.
 - k. BLUEPRINT 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 BLUEPRINT 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. BLUEPRINT 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. BLUEPRINT 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 BLUEPRINT. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to BLUEPRINT.

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 BLUEPRINT 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 September 1, 2026 and end August 30, 2027. The Agreement may be extended by mutual written agreement of JCPS and BLUEPRINT.
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, BLUEPRINT 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, BLUEPRINT 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 BLUEPRINT.
7. **Independent Parties**: JCPS and BLUEPRINT 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 BLUEPRINT concerning the BLUEPRINT 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:

Blueprint 502:

Brian Yearwood, Ed.D., Superintendent



Lynn Rippy, President/CEO

Date: _____

Date: 7/13/2020