



MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
RTB Data and Consulting, LLC

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 RTB Data and Consulting, LLC (hereinafter "RTB"), a limited liability company located at 6504 Stargazer Ln, College Grove, TN 37046.

WHEREAS, RTB is a contractor of Jefferson County Public Schools ("JCPS") engaged to perform institutional services and functions for and on behalf of JCPS that JCPS would otherwise perform through its own employees, including the analysis and interpretation of CERT assessment data and the provision of coaching, technical assistance, and implementation support to schools in developing and strengthening multi-tiered systems of support ("MTSS"); and

WHEREAS, in order to perform these services and functions on behalf of JCPS, RTB requires access to certain student-level education records and data maintained by JCPS, solely to the extent necessary to carry out the services described herein.

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

1. Duties of JCPS:

- a. The JCPS Accountability, Research, and Systems Improvement (ARSI) department agrees to provide RTB with the data elements requested and according to the schedule designated in Attachment A.
- b. JCPS will provide RTB with the data required to complete the services described in this Agreement and Attachment A.

2. Duties of RTB:

- a. RTB will use data given by JCPS solely for the purposes authorized by JCPS and described in this Agreement and will not use or disclose the data for any independent or unauthorized purpose.
- b. If the performance of this Agreement involves the transfer by JCPS to RTB of student education records subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, as amended ("FERPA"), JCPS shall be responsible for determining that the disclosure is authorized by FERPA and for obtaining any consent required for disclosure before transferring the records to RTB. RTB shall use and maintain any student education records received from JCPS in accordance with FERPA and the following requirements:

- i. With respect to student education records provided by JCPS, RTB 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 RTB 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 RTB to comply with all applicable provisions of FERPA with respect to any such data. RTB 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. RTB 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 RTB 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.
- c. Adhere to the reporting timeframes specified in Attachment A.
- d. Adhere to the timelines in Attachment A for any materials RTB is required to provide to JCPS and notify JCPS of unexpected changes in those timelines as soon as reasonably practicable.
- e. If relevant, obtain signed non-disclosures (Attachment B) for each individual from RTB responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- f. Use JCPS data and reports produced under this Agreement only for the purposes described in this Agreement and not for any unrelated or independent commercial purpose.

- g. RTB shall 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. RTB 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.
- j. RTB 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. RTB 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 RTB 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 October 14, 2026, and shall terminate on October 14, 2027. The Agreement may be extended by mutual written agreement of JCPS and RTB.

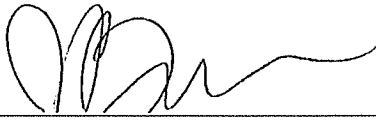
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, RTB will be permitted in their discretion to continue to provide services during the period in which the sixty (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. RTB 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, RTB 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 RTB.
7. **Independent Parties:** JCPS and RTB 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 RTB concerning the subject matter of this Agreement 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.

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

Jefferson County Public Schools:

RTB Data and Consulting, LLC:

Dr. Brian Yearwood, Superintendent



Dr. Jessica Barr, CEO

Date: _____

Date: 09/29/2026

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Record Collection Timeframe	School year	When RTB will submit request to JCPS	When JCPS will fulfill request
3 x per year during the 2026-2027 school year	SY 2026-27	After each administration of the CERT assessment, September 2026, December 2026, and April 2027, RTB will send a request through email to danielle.doelling@jefferson.kyschools.us	1 week from the delivery of the CERT data file to JCPS

Data Elements Delivered to RTB from JCPS:

Data Elements Fulfilled by JCPS	Delivery Notes
Student ID	For each Student Record Collection Timeframe (3 X per year)
Student Name	For each Student Record Collection Timeframe (3 X per year)
School Name	For each Student Record Collection Timeframe (3 X per year)
Section Scores on CERT	For each Student Record Collection Timeframe (3 X per year)
Benchmark Indicators on CERT	For each Student Record Collection Timeframe (3 X per year)
Number of Questions Answered on CERT	For each Student Record Collection Timeframe (3 X per year)
Number of Questions Skipped on CERT	For each Student Record Collection Timeframe (3 X per year)
Time Used on CERT	For each Student Record Collection Timeframe (3 X per year)
Teacher Sign-In Records on CERT (if available in data set given by CERT)	For each Student Record Collection Timeframe (3 X per year)
Item Analysis on CERT (if available in data set given by CERT)	For each Student Record Collection Timeframe (3 X per year)

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 RTB Data and Consulting, LLC ("Service 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:
