



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into by and between the DeKalb County School District and Big Brothers Big Sisters of Metro Atlanta, (BBBSMA) a non-profit corporation organized and existing under the laws of the State of Georgia, (“BBBSMA”) (collectively, the “Parties”, and singly, a “Party”) to confirm the present intent and understanding of the Parties in the implementation of the “Level Up” Middle School Mentoring Program, implemented by BBBSMA Lead Mentors.

Section 1. Purpose

- 1.1 The purpose of this MOU is to memorialize the Parties’ intent to cooperate in the collaboration activities as described in Exhibit A.
- 1.2

Section 2. Terms and Conditions

- 2.1 **Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party’s prior written consent.
- 2.2 **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar relationships with other entities or individuals.
- 2.3 **Expenses.** SCHOOL and BBBSMA agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.
- 2.4 **Notices.** Unless otherwise provided in this MOU, all notices, including, but not limited to, any notice of termination of this MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notices must be sent to the respective address set forth below or such other address that a Party specifies in a notice delivered pursuant to this Section.

To District: DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083



To Company: Big Brothers Big Sisters of Metro Atlanta-Kara Stimpson VP of Program Services
680 Murphy Avenue SW, Suite 1090
Atlanta, GA 30310

2.5 **Student Records.**

2.5.1 Company shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, Company shall comply and shall assist the school in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and all applicable privacy laws.

2.5.2 To the extent Company or its subcontractors comes into contact with any student data or information, Company or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.

2.6 **Background Check.** Prior to any student contact, BBBSMA will ensure that each of its employees or volunteers has undergone the same criminal background check required of DCSD's employees, in addition to any mandatory background check performed by BBBSMA. Such background checks will be done by DCSD at the expense of the BBBSMA or individual employee or volunteer. Additionally, BBBSMA agrees that any individual charges against such persons may be deemed unacceptable in DCSD's discretion regardless of whether dismissed, expunged, sealed, removed from a record, treated as a "first offender" action or if the matter has not been prosecuted (nolle prosequi or dead docketed)

2.7 **Governing Law and Venue.** This MOU shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this MOU shall be in the federal, superior, or state courts of Fulton County, Georgia.

2.8 **Termination.** Either Party may terminate this MOU without cause upon thirty (30) days prior written notice. Either Party may terminate this MOU immediately in the event of a breach of any provision of this Section 2 by the other Party.

2.9 **Entire Agreement.** This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.

2.10 **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original.

ACCEPTED AND AGREED:

DeKalb County School District

Big Brothers Big Sisters of Metro Atlanta

By: _____

By: _____

Print Name: _____
Dr. Vasanne S. Tinsley, Interim Superintendent

Print Name: _____
[Name, Title]

Date: _____

Date: _____

EXHIBIT A:

LEVEL UP MIDDLE SCHOOL MENTORING PROGRAM

BIG BROTHERS BIG SISTERS OF METRO ATLANTA

Partnership Goals

The DeKalb County School District and Big Brothers Big Sisters of Metro Atlanta agree to work together to:

- Identify one DCSD middle school for program implementation in the 2023-2024 school year.
- Match at least 100 students at one school with a mentor, maintaining the relationship for the duration of the school year when possible
- Facilitate mentorship within the school day for students in a 1:5 adult mentor to student mentee ratio and in 1:1 setting for select students
- Foster a sense of support and attention to the match relationship across the school community
- Communicate openly and expeditiously about any concerns or questions about the relationship of parties within
- Improve Little's social emotional skills, sense of belonging, sense of future, and avoidance of risky behaviors and contribute to the school's goals.

The responsibilities of each party are as follows:

The DeKalb County School District, School Leadership, and Big Brothers Big Sisters of Metro Atlanta agree to:

- Create opportunities for BBBSMA to recruit students for the program
- Refer students who could benefit from a mentoring relationship with an adult mentor for the entire school year to BBBSMA Coordinator
- Share information or allow BBBSMA to share information about the program design, implementation, and outcomes with school staff to ensure awareness and support of the student participation.
- Appoint a school liaison, along with an alternate, to:
 - Act as the primary BBBSMA contact person at the school
 - Meet with the BBBSMA Site Coordinator and Lead Mentor at least monthly regarding program progress and mentee outcomes
 - Coordinate the advertisement, distribution and collection of applications and parental referral forms.
 - Work with BBBSMA in scheduling enrollments interviews of students on school campus
 - Coordinate with teachers and other stakeholders regarding the student's time with their mentor
 - Assist in the development and implementation of a sign-in system to track Big/Little contact.
- Allow participating students to spend at least 30-60 minutes at a minimum of every other week with their Bigs, during the times specified by the school
- Provide a consistent appropriate space and supervision for weekly mentoring sessions that allows for discussion between the Big and Little but is not sequestered

- Assist with parent contact and coordination, when necessary
- Provide evaluation data (grades, attendance, behavior) on participating students twice per year
- Inform BBBSMA of any major student enrollment, behavior, and/or familial changes.

Big Brothers Big Sisters of Metro Atlanta agrees to:

- Provide two Lead Mentors per 100 students served that will report to the school daily to conduct mentoring sessions
- Provide one mentoring coordinator per school and one Manager (50% of time dedicated to the partnership) to coordinate with school personnel and oversee mentoring activities.
- Hire, train, and supervise the Lead Mentors to provide excellent, consistent mentoring
- Deliver and implement social-emotional learning curriculum to each Little
- Create future planning curriculum and planning guides with Littles
- Implement conflict-resolution and restorative justice practices throughout the program
- Facilitate high-quality mentoring to students through a combination of 1:5 group mentoring, 1:1 professional mentoring, and 1:1 volunteer mentoring
- Recruit, screen, assess, and match adult volunteer mentors with students in accordance with the program polices as needed to join the groups or mentor their own 1:1 Little
- Provide matching services for the program, including:
 - Conduct volunteer interviews
 - Conduct background and reference checks on all volunteers
 - Interview students
- Provide ongoing support and training to volunteers.
- Collaborate with school personnel regarding program implementation and improvement
- Meet with school liaison monthly to discuss progress and mentee outcomes
- Collect program data, including but limited to survey data regarding youth outcomes, relationship development, and curriculum/program evaluation
- Supervise all program matches on a quarterly basis, via calls, emails, and in-person visits.
- Get signed parental permission for all program participants.
- Cooperate with the schools to minimize any potential disruption related to the implementation of this program.
- Train mentors in best practices of mentoring and mandated reporting responsibilities
- Conduct surveys in accordance with the BBBSMA national guidelines
- Communicate any safety risks and child wellbeing threats to the school administration

All parties agree to:

- Maintain open communication throughout the implementation of the program
- Meet at least monthly to assess the program and to make changes if needed.

Funding Agreement

The DeKalb County School District agrees to support the program in the amount of \$249,983 for the 2023-2024 school year. Please see attached budget for one school.