

## **Memorandum of Agreement**

between

Big Brothers Big Sisters of the Lowcountry (BBBSL)

and

James Island Charter High School (JICHHS)

EFFECTIVE PERIOD: 04/01/2021 to 02/28/2027

### **Scope of Work**

BBBSL commits to provide a virtual, curriculum-guided, one-to-one mentoring program designed to prepare high-potential, under-performing JICHHS students of color for life post-graduation as part of its overall equity and social capital-building efforts. In addition to twice-monthly virtual mentoring sessions, the BIG Beyond pilot will provide quarterly in-person opportunities for family, mentor and mentee engagement, as well as paid internships for all qualified BIG Beyond participants in the summer prior to their senior year of high school. JICHHS commits to supporting this program through qualifying students for the program annually, connecting BBBSL with students and families, hosting student and parent information sessions, dedicating Advisory and Lunch time blocks for student participation, sharing agreed-upon data at agreed-upon intervals, and ensuring active involvement of Advisory teachers and school counselors over the entire agreement term.

The overall goals of the BIG Beyond are congruent with JICHHS' charter goals:

- (1) Show an annual increase in the percentage of graduates that are college- and career-ready as defined by the state of South Carolina
- (2) Show an annual increase in student participation in additional rigorous coursework through positive relationships, community-building activities, family engagement and student support
- (3) Show an annual decrease in the achievement gap for historically underachieving populations

### **Program Roles**

The following individuals will have unique roles in the successful implementation of the MOA. Included herein is each person's professional affiliation, job title and contact information. Names and titles are subject to change and new information will be provided as agreed upon should a staffing change occur. Program roles will be updated annually.

### ***Oversight, Compliance and Management***

- BBBSL President and CEO: Meredith Crowe, [merridith@bbbslowcountry.org](mailto:merridith@bbbslowcountry.org)
- JICHHS Principal: Timothy Thorn, [timothy\\_thorn@charleston.k12.sc.us](mailto:timothy_thorn@charleston.k12.sc.us)
- BBBSL Program Director: Toni Freeman, [toni@bbbslowcountry.org](mailto:toni@bbbslowcountry.org)
- BBBSL BIG Beyond Program Coordinator: TBD
- JICHHS English Department, Equity & Access Committee Chair: Michele Johnson, [michele\\_johnson@charleston.k12.sc.us](mailto:michele_johnson@charleston.k12.sc.us)
- JICHHS English Department, Equity and Access Committee Co-Chair: Charity Scruggs, [charity\\_scruggs@charleston.k12.sc.us](mailto:charity_scruggs@charleston.k12.sc.us)

### ***Advisory Cohort Leaders***

- JICHS ROTC Department, Equity and Access Committee: MSgt. Raymonte Britt, [raymonte\\_britt@charleston.k12.sc.us](mailto:raymonte_britt@charleston.k12.sc.us)
- JICHS Science Department, Equity and Access Committee: Christopher Epps, [christopher\\_epps@charleston.k12.sc.us](mailto:christopher_epps@charleston.k12.sc.us)
- Future Advisory cohort leaders to be determined on an annual basis

### ***Guidance and Data-Sharing***

- JICHS Head of Guidance Department: Deborah Farrell, [deborah\\_farrell@charleston.k12.sc.us](mailto:deborah_farrell@charleston.k12.sc.us)
- The following JICHS Guidance Department members are likely to be involved:
  - Erin Brandon, [lindsay\\_brandon@charleston.k12.sc.us](mailto:lindsay_brandon@charleston.k12.sc.us) (9<sup>th</sup> grade A-R)
  - Ryan Small, [ryan\\_small@charleston.k12.sc.us](mailto:ryan_small@charleston.k12.sc.us) (10<sup>th</sup>-12<sup>th</sup> grade A-Fe)
  - Robert Woods, [robert\\_woods@charleston.k12.sc.us](mailto:robert_woods@charleston.k12.sc.us) (10<sup>th</sup>-12<sup>th</sup> grade Fi-Le)
  - Meredith Reid, [meredith\\_reid@charleston.k12.sc.us](mailto:meredith_reid@charleston.k12.sc.us) (10<sup>th</sup>-12<sup>th</sup> grade Li-Rh)
  - Lashel Graham, [lashel\\_graham@charleston.k12.sc.us](mailto:lashel_graham@charleston.k12.sc.us), 10<sup>th</sup>-12<sup>th</sup> grade, Ri-Z
  - Jennifer Smillie, [jennifer\\_smillie@charleston.k12.sc.us](mailto:jennifer_smillie@charleston.k12.sc.us) (11<sup>th</sup>-12<sup>th</sup> grade IB)

### **Program Responsibilities**

#### ***BBBSL agrees to:***

- Establish a data-sharing agreement with CCSD to analyze former student post-graduation trends and access the following data for BIG Beyond students, graduates (and control group):
  - School enrollment and attendance records
  - Academic records; state-mandated and standardized testing records
  - Discipline records
  - IGP progress and other pertinent information from BIG Beyond participant IGP meetings
  - Notice of grants, scholarships or federal work-study programs
- Provide programming (and refreshments, if necessary) for JICHS-hosted annual recruitment events for students and parents interested in learning more about the BIG Beyond
- Enroll interested and eligible mentees/families in BIG Beyond (25-30 students per cohort)
- Work to create strong, enduring, professionally supported one-to-one relationships through matching enrolled students with caring, qualified adult mentors
- Provide orientation and ongoing training to all mentors who pass standard background checks
- Develop a data analysis plan that includes specific goals/outcomes, qualitative/quantitative assessments to measure those outcomes, frequency of measurement, tracking of individual and cohort progress compared to the control group, and form creation to track who is responsible for gathering data and making comparisons
- Design a student-centered, asset-based curriculum management plan that details how trained stakeholders will implement curriculum, incorporate technology, audit and observe mentoring sessions, and gauge timely satisfaction (with goals being to change or make improvements to the curriculum for subsequent cohorts)
- Provide monthly match support
- Provide quarterly in-person opportunities for engagement
- Provide/coordinate a 6-week paid internship for each qualified BIG Beyond participant in the summer prior to their senior year of high school

- Host two continuous quality improvement meetings in the first year of the pilot, and one meeting per following year
- Share an outcomes report with JICHHS and CCSD annually, allowing for requisite response and comment period prior to sharing with BBBSL stakeholders
- Coordinate with JICHHS on an ongoing basis to troubleshoot any participant concerns

***JICHHS agrees to:***

- Provide BBBSL with a list of students based on agreed-upon standards of eligibility by March 30 of each year of engagement (the decision to refer a student to the BIG Beyond program will remain within the discretion of JICHHS)
- Host location and technology for annual recruitment events for students and parents interested in learning about BIG Beyond
- Upon reaching a data-sharing agreement and obtaining informed consent/confidentiality release from each participating student/family, share the following information for BIG Beyond participants (and control group):
  - School enrollment and attendance records
  - Academic records; state-mandated and standardized testing records
  - Discipline records
  - IGP progress and other pertinent information from BIG Beyond participant IGP meetings
  - Notice of grants, scholarships or federal work-study programs
- Work with BBBSL to assign BIG Beyond students to one of two groups within each grade-level cohort (12-15 members per group)
- Collaborate with BBBSL to reinforce BIG Beyond curriculum in Advisory sessions
- Guarantee that Advisory leaders will familiarize themselves with the BIG Beyond curriculum artifacts as provided by BBBSL
- Ensure students have internet access and/or the ability to access BBBSL-provided Zoom links (when students are physically in school)
- Ensure that each BIG Beyond student participant is assigned to a guidance counselor who is fully informed of the scope and outcomes of BIG Beyond and who maintains inclusive, appropriate communication with BIG Beyond mentors
- Encourage parents to invite mentors to IGP meetings and student/parent/guardian conferences
- Encourage youth to maintain enrollment and satisfactory participation in the BIG Beyond program for the duration of the 3-year pilot

**Eligibility**

BIG Beyond will accept one sophomore cohort annually of 25-30 students who are predominantly male, African-American, are determined to be high-potential and under-performing, and who live at or below the poverty line. These students will be determined eligible for the pilot by JICHHS based on the aforementioned factors. BBBSL reserves the right to exclude JICHHS nominees should parents or students express a lack of willingness to comply with BBBSL program policies or standards. BBBSL also reserves the right to terminate a child's involvement in the program should the child or parent violate BBBSL program policies or standards.

**Desired Outcomes**

Each BIG Beyond mentee and cohort will be evaluated on agreed-upon outcomes derived from (a) Youth Collaboratory goals specific to the Mentoring+ grant, (b) the BBBSL Youth Outcomes Survey, and (c) BIG Beyond-specific college-/career-readiness outcomes. These outcomes are designed to measure the change in *knowledge acquisition and achievement* and *attitudinal metrics* over a mentee's participation in the BIG Beyond, while ensuring that all mentees meet requirements for *program eligibility*. See 'Outcomes' in the [Data Analysis Plan \(DRAFT – CONFIDENTIAL\)](#).

### **Timeline**

BBBSL and JICHS will endeavor to adhere to the six-year timeline and curriculum implementation timeline outlined in the 'Period of Engagement' section of the [Data Analysis Plan \(DRAFT – CONFIDENTIAL\)](#) and the 'Curriculum Scope and Sequence' section in the [Curriculum Management Plan \(DRAFT – CONFIDENTIAL\)](#).

### **Evaluation**

BBBSL and JICHS agree to use criteria from the 'Evaluation' and 'Appendix' sections of the [Data Analysis Plan \(DRAFT – CONFIDENTIAL\)](#) to identify whether the partnership is achieving its goals.

### **Curriculum**

BBBSL and JICSH agree to use the [Curriculum Management Plan \(DRAFT – CONFIDENTIAL\)](#) designed by BBBSL to assist BIG Beyond students in achieving their personal goals, as well as the outcomes of the BIG Beyond program.

### **Finances and Liability**

BBBSL endeavors to raise funding necessary to ensure full program operation over the pilot. BBBSL agrees not to enter any contracts that would create any liability on behalf of JICHS without consulting with JICHS and seeking its expressed approval beforehand. Should BBBSL experience a funding shortfall, it will communicate with JICHS well in advance and endeavor to modify its program to ensure its continuity. In the case that funding should not be available for this pilot, BBBSL will provide youth and mentors the opportunity to transition into its core community-based program. In all cases, BBBSL will endeavor to communicate impending pilot changes to JICHS with at least six months of notice. BBBSL will carry all necessary liability insurance as required by Big Brothers Big Sisters of America.

Interns, both paid and unpaid, are usually required by law to be covered by workers' compensation insurance by the employer, with very few exceptions. Student interns (paid or unpaid) providing non-manual services to a religious, charitable, or educational institution (covered under Section 501(c)(3) of the IRS tax code) are exempt from mandatory coverage (but can also be covered voluntarily).

### **Communication**

BBBSL and JICHS commit to ongoing communication as it relates to BIG Beyond students:

- Host two continuous improvement meetings in the first year, and one meeting per following year
- Update the program roles of the MOA annually
- Share data electronically on a twice-annual basis (following completion of each semester)
- Review MOA no later than June 30 of each year
- Share JICHS-identified eligible cohort list of rising sophomores by March 30 of each year

- Communicate regularly in congruence with the BIG Beyond annual timeline:
  - o March-May mentee recruitment
  - o June-July mentee enrollment
  - o August mentee orientation
  - o September-June curriculum and evaluation period
  - o Transfer of BIG Beyond (and control group) graduates' post-secondary data (and facilitation of 1-year follow-up communication)

BBBSL appoints Toni Freeman as its main point of contact regarding BIG Beyond. She is the BBBSL Program Director and will be primarily responsible for ongoing communication.

JICHs appoints Michele Johnson as its main point of contact regarding BIG Beyond. S/he is the Chair of JICHs Equity & Access Committee and will be primarily responsible for ongoing communication.

### **Administration of MOA**

This MOA can be terminated by either party at any time providing the party seeking termination notifies the other party in writing at least 180 days in advance of the day proposed for the termination. The receipt of a termination notice by either party shall immediately terminate any further obligation by BBBSL to create new match relationships under this MOA.

Should JICHs terminate the agreement, active matches will be evaluated and kept open if at all possible. Unless otherwise provided herein, all notices provided under this MOA shall be emailed to all staff responsible for oversight, compliance, and management as outlined above.

This MOA shall become effective on April 1, 2021, and upon mutual agreement of the parties, shall be reviewed annually no later than June 30 of each year. BBBSL and JICHs shall do their best to adhere to the timeline in the **Communication** section above.

### **Entire Agreement; Modifications; No Waiver**

This MOA constitutes the entire agreement between BBBSL and JICHs regarding the subject matter hereof and supersedes all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof. No term of this MOA may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this MOA in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure.

### **Severability, Enforceability**

If any provision of this MOA shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this MOA. If any provision of this MOA shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **Governing Law, Jurisdiction, Indemnification**

This MOA shall be construed in accordance with the laws of the State of South Carolina, without regard to its conflicts-of-laws principles. BBBSL and JICHs expressly consent to the exclusive jurisdiction and

venue of the State of South Carolina; any claims, actions or other matters respecting this MOA shall be brought only in the federal or state courts of the State of South Carolina.

Each party (BBBSL and JICHs -- the 'Indemnitors') shall defend, indemnify and hold harmless the other party, its affiliates, and each of their directors, officers, employees and agents (collectively, the 'Indemnitees') against and from any and all liability, claims, demands, costs, expenses, damages, lawsuits or judgments of any nature brought against the Indemnitee(s) by any third party, including attorney's fees and costs, which the Indemnitee(s) may sustain or incur as a result of the Indemnitor(s)' breach of this MOA. As a condition precedent to the Indemnitors' obligations to defend and indemnify the Indemnitees, the Indemnitee(s) shall notify the Indemnitor(s) in writing of any alleged claim, loss or damage for which indemnification is sought within 30 days after the receipt of such claim. The Indemnitee(s) shall cooperate fully with the Indemnitor(s) in the investigation and defense of any such claim. The terms of the above provisions shall survive the termination or expiration of this MOA.

### **Notices**

All notices required under this MOA shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by facsimile machine followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

If to JICHs: Title: Timothy Thorn, 1000 Fort Johnson Rd., Charleston, SC, 29412, Fax (843) 762-5228  
If to BBBSL: CEO: Merridith Crowe; 4151 Spruill Avenue, N. Charleston, SC 29405; Fax: 843.566.7193

### **Force Majeure**

Notwithstanding anything to the contrary contained within, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, pandemics, loss of, damage to or unauthorized disclosure of proprietary data due to theft or illegal intrusion, or civil unrest. Notwithstanding the foregoing, and in the event of such an occurrence, BBBSL and JICHs agree to make a good faith effort to perform its obligations hereunder.

### **Counterparts**

This MOA may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

### **Acceptance of MOA**

The affixed signature indicates BBBSL's and JICHs' acceptance of the stipulations contained herein and an MOA to abide by the provisions:

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**Signature (BBBSL CEO)**

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**Signature (JICHs Principal)**

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**Printed Name (BBBSL CEO)**

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**Printed Name (JICHS Principal)**

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**Date Signed (BBBSL CEO)**

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**Date Signed (JICHS Principal)**