

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
LEGAL AID SOCIETY
LOUISVILLE, KENTUCKY**

This Agreement entered on February 11, 2014 between the Jefferson County Board of Education ("JCBE") having its office at 3332 Newburg Road, Louisville, Kentucky 40218, and the Legal Aid Society ("LAS"), having its office at 416 W. Muhammad Ali Blvd., Louisville, Kentucky 40202, for the use of Jefferson County Public Schools' ("JCPS") facilities by LAS employees and volunteers to provide legal assistance, education and training to certain low-income JCPS students and their parents or guardians.

GENERAL TERMS OF AGREEMENT

1. The terms of the Agreement shall be reviewed annually, during the year, or as the need arises, by the respective administrative officers of LAS and the JCBE.
2. This Agreement shall be effective beginning on February 11, 2014, and ending on June 30, 2014. This Agreement shall automatically renew for successive one-year terms beginning on July 1 of each year and ending on July 30 of each year, unless either party gives written notice of non-renewal to the other party on or before May 15 of each year. In any event, the renewal terms described in the preceding sentence shall not exceed the period of five (5) years terminating on July 1, 2018. This Agreement may be terminated immediately by mutual consent of the Parties or by either Party upon ninety (90) days written notice to the other party. If JCBE terminates this Agreement or if either party gives notice of non-renewal of this Agreement as provided in this paragraph, LAS employees/volunteers will be permitted to have access to the facilities at Waggener High School to complete the program for the period in which the ninety (90) day notice becomes effective, but not later than June 30 of the year in which the notice of termination or non-renewal is given.
3. JCBE and LAS are independent parties and neither shall be construed to be an agent or representative of the other party. LAS agrees to hold harmless the JCBE from and against all losses, claims, expenses, actions, cases of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct that result in injury to persons, or damage to or loss of use of property, and not caused by the negligent act or omission or willful misconduct of JCBE. Nothing in this Agreement shall be deemed to create an employment relationship between JCBE and LAS employees and/or volunteers.
4. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

This Agreement contains the entire agreement between JCBE and LAS and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.


LEGAL AID SOCIETY AGREES TO:

1. Require and verify that all employees/volunteers are covered by professional liability insurance that provides coverage for the activities contemplated by this Agreement in amounts no less than \$1,000,000/\$3,000,000 and provide JCBE with a certificate of insurance naming JCBE as an additional insured.
2. Inform LAS employees and/or volunteers that they are not entitled to wages for their activities during the period when they make use of the facilities at Waggener High School and that they are not employees of the JCBE when they are assigned to use the JCPS facilities. Each individual assigned to JCPS facilities shall sign a statement acknowledging that they are not employed by and/or entitled to receive wages from JCBE.
3. Require all LAS employees and/or volunteers to complete a Criminal Records Check and any other JCBE requirements for persons having access to JCPS facilities. Employees/volunteers convicted of or pleading guilty to sexual or drug offenses or any felony offense or otherwise not meeting JCBE requirements for access to JCPS facilities shall not be considered.

4. Establish and maintain a legal clinic at Waggener High School to assist students attending Waggener High School and identified to LAS staff by Waggener High School staff and the parents or guardians of such students with civil legal issues that threaten a student's stability and/or impair a student's ability to be present, to focus and to learn at school.
5. Provide Waggener High School staff with resources and training to assist them in identifying students that will be eligible for LAS' assistance as provided in the preceding paragraph.
6. Provide the parents or guardians of the identified students with legal information and training to assist them in supporting student learning and preventing or stabilizing crisis situations.
7. Provide its own computer and supplies and, at its discretion and sole expense, an outside telephone and/or dedicated fax line and pay any costs required for the removal of such outside telephone line and/or dedicated fax line upon the termination of this Agreement.
8. Abide by all federal and state laws regarding access to and confidentiality of student education records. LAS further agrees that its employees and/or volunteers shall not request or otherwise attempt to access information from a student's education record or any other JCBE records except as permitted by the Family Educational Rights and Privacy Act or other applicable law.
9. Require and verify that all employees/volunteers who use Wi-Fi access at Waggener High School shall comply with JCBE policies applicable to students and staff who use Wi-Fi access.
10. While on the premises of Waggener High School, meet and interact only with the identified students and their parents or guardians and do so only in the spaces provided by the Waggener High School Principal. LAS employees and volunteers shall not otherwise meet and interact with Waggener High School students on the premises of Waggener High School and shall not take any actions while they are on the premises of Waggener High School that will disrupt or interfere with the daily educational activities conducted at Waggener High School.

JEFFERSON COUNTY BOARD OF EDUCATION AGREES TO:

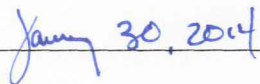
1. Provide the use of facilities at Waggener High School for LAS employees and/or volunteers to perform the services contemplated by this Agreement, including, in the discretion of the Waggener High School Principal, the use of available conference and/or meeting rooms, classrooms, and library facilities. Such facilities, to the extent available, shall be provided annually during the academic year.
2. When and where possible in the discretion of the Waggener High School Principal, provide the use of space for an office at Waggener High School.
3. Provide reasonable assistance to LAS employees and/or volunteers with the interpretation of JCBE policies and procedures.
4. Permit LAS, at LAS' discretion and sole cost, to have installed an outside telephone and/or dedicated fax line.
5. Grant LAS employees and volunteers Wi-Fi access at Waggener High School.
6. Recognize LAS' exclusive control over all legal records and files that are created by LAS employees and/or volunteers in connection with the legal services provided by LAS employees and/or volunteers. LAS shall have exclusive access to and control of these records and files and shall not disclose information contained in these records and files except as authorized by law and by the Kentucky Rules of Professional Conduct, as promulgated by the Supreme Court of Kentucky.



Jeffrey A. Beer
Executive Director, Legal Aid Society

Donna M. Hargens, Ed.D.
Superintendent

Date



January 30, 2014

Date