OK AS TO FORM
AMH 9-30-2026

MEMORANDUM OF AGREEMENT

Evolve 502 Inc.

And

Jefferson County Board of Education

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between Evolve502 Inc. (hereinafter "Evolve502") with its principal place of business located at 252 East Market Street, Louisville, Kentucky 40202 and Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218 (JCPS and Evolve502 are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS the Parties wish to outline in writing their mutual understanding of a partnership to provide students with access to varied learning and enrichment opportunities and gain supplemental learning through optimal learning experiences (the "Project").

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this Agreement JCPS and Evolve502 agree as follows:

1. **Evolve502 agrees to:**

    a. Facilitate relationships with students in local colleges and universities; particularly colleges of education to recruit up to 75 college students to work in Community Learning Hubs/Success League sites. Evolve502 shall enter into an agreement with each participating college and university to secure their services and outline the terms of agreement.

    b. Partner with reputable community organizations ("Partner Organizations") to provide locations and staffing for students to receive support with schoolwork. Locations will have a designated area to service the academic programming.

    c. Ensure that all Partner Organizations will take student attendance and comply with JCPS Attendance regulations at Community Learning Hubs.

    d. Provide extended learning support at Community hubs in the form of targeted math and literacy support during after school hours five days a week. Facilitate student assessments at the beginning of the program to establish a baseline and assessments at the end of the program to determine student growth and number of students served.

    e. Provide JCPS with reports quarterly and upon request, with attendance and assessment data.

    f. Ensure Partner Organizations obtain all necessary parental/guardian permissions to receive educational information from JCPS regarding any and all students being served by that Partner Organization and communicate with parent/guardian any concerns regarding student behavior and discipline while at the site.

    g. Utilize coaching staff to support ALL JCPS seniors in completing 2027 FAFSAs. This support to be provided during the school day and collaborate with JCPS to provide FAFSA clinics outside of school hours. To improve from FAFSA completion from 51% in 2026 ~~to~~ with a goal of 100% completion or opt out waiver for 2027 FAFSA.

    h. Collaborate with JCPS Family Resource Youth Services Coordinators (FRYSCs), attendance support social workers, and ADDPs to create and implement a referral system for chronically absent students and families at all Choice Zone Schools. Provide resources to families from JCPS menu of community partners to support student attendance.

i. Provide reports to JCPS of students provided/referred to community resources and what resources they are referred to.

j. Create an emergency plan that includes communication to parents/guardians and families, as well as the district contact, in the event the site needs to be closed, placed on alert/lock down, or other communications that impact the site location.

k. Ensure that Community Learning Hubs sites have single access entry points that provide direct access to student areas and these entry points are locked and secured at all times, including but not limited to, front and rear doors, so that members of the community are not able to directly access . Develop a protocol for handling guests and visitors to include government officials and others who come to the Community Learning Hubs sites to conduct official business. Invoices must include the number of students served per site.

l. Ensure that Community Learning Hubs sites that provide housing to members of the community have obtained background checks for tenants to ensure that violent and/or sex offenders are not in proximity to students.

m. Provide payments to participating Community Learning Hub sites on a per-student basis to supplement the community organizations' ability to provide after school and/or weekend summer learning opportunities to youth in communities for this Project. All Partner Organizations will only be compensated for JCPS students. Evolve502 shall enter into an agreement with each participating Community Learning Hub organization outlining the terms of the agreement.

n. In partnership with Kentuckianaworks “After the Tassel” initiative, target students on track to graduate with diploma only, with support to connect them with a job, living wage, and postsecondary planning. Provide coaching to students who are not on track to graduate by winter break, on how to become part of the After the Tassel program and plans after graduation. Collaborate with JCPS’s ARSI department to develop an exit tool to obtain student perception of coaching support and plans for postsecondary futures and conduct end of program interviews with students in the program utilizing exit tool. The goal is to increase student prospects for continuing education or credentialing.

o. In collaboration with JCPS ARSI, Evolve502 will identify additional assessment tools and provide quarterly reports to include attendance and assessment data. If requested, Evolve502 will provide reports upon request as well.

p. Collaborate with community and arts and cultural organizations to provide supplemental enrichment sites to help support the Project. Evolve502 shall enter into an agreement with each participating organization to secure services and outline the terms of an agreement.

q. Maintain accurate records of all expenditures associated with this Project.

r. Provide detailed expense reports to the Board including, but not limited to the description of services, number of students served in the Community Learning Hubs/Success League sites via this Project, number of college students hired through partnering colleges and universities, and the number of community arts and cultural organizations.

s. Shall appoint one person who shall be responsible for reporting to the Board on all services performed under the terms of this Agreement and who shall be available for consultation with the Contract Administrator.

t. Ensure all subcontractors and partner organizations follow the JCPS Covid-19-related health and safety protocols.

u. As needed, hire additional consultants and contracting services to help implement and manage the various components of this Project in order to meet all the administrative and reporting requirements of the Board, the Kentucky Department of Education and any federal agency.

v. Hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the contractor himself, in connection with the performance of this Agreement. Evolve502 also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Evolve502 in connection with the performance of this Agreement. This provision survives termination of this Agreement.

w. Unless waived in writing by the Contract Administrator, Evolve502 shall ensure through any sub-agreements with subcontractors that during the term of this Agreement, all participating organizations and venues acting as subcontractors shall maintain policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, $1,000,000; and automobile liability, $1,000,000. Evolve502 shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Evolve502 shall ensure via sub-agreements with subcontractors that subcontractors maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of $1,000,000, if applicable to the services provided by the subcontractor. Evolve502 shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

x. If performance of this Agreement involves the transfer by JCPS to Evolve502 or subcontractors 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"), Evolve502 agrees to and shall require subcontractors to agree to:

    i. 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.

    ii. Use any such data for no purpose other than to fulfill the purpose of this Agreement and not share any such data with any person or entity other than Evolve502 and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of the Agreement.

    iii. Require all employees, contractors, volunteers, and agents of Evolve502 to comply with all applicable provisions of FERPA with respect to any such data. Evolve502 shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this Agreement.

    iv. 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. Evolve502 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.

    v. Collect, store, and maintain data in manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Evolve502 necessary for the fulfillment of the 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.

    vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by Evolve502 for the purposes of this Agreement. Evolve502 will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

y. Because this Agreement requires Evolve502 and/or any employees, volunteers or staff of Evolve502 or subcontractors to access community educational Project facilities on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Agreement and resulting subcontracts are required 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 administrative findings of child abuse or neglect were found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

z. Prohibit contractors, employees, interns and volunteers under this Agreement and any subcontractors performing services under this Agreement from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:

    i. Any conviction for sex-related offenses;

    ii. Any conviction for offenses against minors;

    iii. Any conviction for felony offenses as provided in number vi. 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; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

    vii. Contractors, employees, interns and volunteers under this Agreement shall immediately notify the Project site administrator or the JCPS Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this Agreement and shall not remain upon premises of a Project facility for any purpose under this Agreement.

aa. Evolve502 staff will share the list of tutored students with the JCPS Research team and record program participation for each student.

2. JCPS agrees to:

a. Assist with communication efforts to JCPS families.

b. Share curricular and instructional materials and resources for the students and staff, including EL and IM, to relevant Hub staff.

c. Provide Hub staff with training in Cascade, how to review student learning data, and how to access other related tools to support student learning.

d. Collaborate with Evolve502 to provide FAFSA clinics outside of school hours.

e. Continue to collaborate with the Evolve502 staff as training materials are designed and delivered.

f. JCPS Family Resource Youth Services Coordinators (FRYSCs), attendance support social workers, and ADDPs will collaborate with Evolve502 to create and implement a referral system for chronically absent students and families at all Choice Zone Schools. Provide a JCPS menu of community partners Evolve502 can provide to families to support student attendance.

g. Track the number of referred students and individual absenteeism data for those students to determine if the referrals and community support make a positive difference in reducing the number of days students are absent from school.

h. Collaborate with Evolve502 and Kentuckianaworks "After the Tassel" initiative to provide student with support for post-graduation plans. Identify students not on track to graduate by winter break and connect them with coaches.

i. JCPS ARSI will collaborate with Evolve502 and Kentuckianaworks "After the Tassel" to develop an exit tool to obtain student perception of coaching support and plans for postsecondary futures. The information obtained by this tool will be used as a baseline for future work.

j. JCPS Research staff will provide an aggregate report of student academic outcomes and demographic information to Evolve502.

3. Payment

JCPS will provide funding not to exceed $1,875,000. Payments will be based on submitted invoices for student attendance, students receiving services at Learning Hubs, and FAFSA students where applicable. A maximum management fee of 3.5% may be included with each submitted invoice. The final invoice will be reconciled against all previous payments provided and allowable costs incurred during the term of this Agreement.

Evolve502 to submit invoices every two weeks to once a month. Invoices must include an itemized breakdown of services provided, including the number of students served by day by site/school.

4. Period of Performance

This Agreement shall be in effect for the period beginning September 2, 2026, through May 31, 2027.

5. Agreement Administrator

The Board hereby appoints Dr. Ron Marshall as MOA Administrator for the purposes of daily administrative decision-making pertaining to the Agreement. If the Vendor or Agreement Administrator disagrees on any circumstance of set of facts pertaining to the administration or execution of this Agreement, the Board shall resolve the matter after notification by either the Agreement Administrator or the Vendor in the manner prescribed by the Regulations. As necessary, the Agreement Administrator may appoint a successor to serve as Agreement Administrator through written notice to the Vendor and the Executive Finance Officer. If at any time, the Agreement Administrator is no longer in the employment of the Board, the Board's Executive Financial Officer shall appoint a new Agreement Administrator and provide notice of that appointment to Vendor.

6. Termination

This Agreement may be terminated immediately by Evolve502 or JCPS upon fifteen (15) business days' written notice to the other for its failure to cure a material breach of this Agreement, prior written notice and opportunity to cure of at least fifteen (15) business days having been afforded.

7. Modification

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon in writing by both JCPS and Evolve502.

8. Equal Opportunity

During the performance of this Agreement, Evolve502 and JCPS shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any Evolve502 or JCPS employee or student on the basis of 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.

9. Captions

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

10. Performance

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that neither party shall be construed to be an agent, employee or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods, or means by which Evolve502 performs its work and functions.

11. Proselytizing

Evolve502 will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with Evolve502 in the services 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.

12. Entire Agreement

This Agreement contains the entire agreement between JCPS and Evolve502 related to providing students with access to learning and enrichment opportunities during the 2026-2027 school year (after school). This Agreement supersedes any and all prior agreements.

IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in Paragraph 4 of this Agreement.
JEFFERSON COUNTY BOARD OF EDUCATION:

_____
Dr. Brian Yearwood, Superintendent

Date: _____

EVOLVE502 Inc.

Marland Cole
Marland Cole, Executive Director

Date: October 1, 2026

The following is an itemized budget breakdown of services to be rendered in partnership with JCPS in the areas of literacy & numeracy support, college access support and chronic absentee referral services. Per the agreement, Evolve502 will submit detailed invoices, maintain detailed records and be able to provide any information at the request of appropriate JCPS personnel.

2026-2027 Evolve502 Services Budget Narrative (Ending May 31st, 2027)	
Item	**Total Cost**
Community Learning Hubs Stipends • We work with approximately 25 CLH sites to support up to 500 students	$250,000
Evolve502 Tutors • Applicable work and training hours will be tracked and billed accordingly up to $852,000	$852,000
Chronic Absenteeism Referral System	$256,000
College Access Support	$201,375
Background Checks	$5,000
Evolve502 Consultant Support	$245,000
Evolve502 Management Fee	$65,625
Grand Total	**$1,875,000**