

**Agreement  
between  
United Parcel Service, Inc. (UPS)  
and  
Jefferson County Board of Education  
dba  
Jefferson County Public Schools (JCPS)**

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This Agreement is made this 29<sup>th</sup> day of June, 2016, by and between JCPS, and UPS in order to support the UPS School-to-Work Program which employs JCPS high school seniors to gain work experience and earn college credits by working afternoon shifts as UPS package handlers and taking a college course twice a week in the UPS Training and Education Center located on UPS property.

**WHEREAS**, JCPS students participate in a School-to-Work Program in order to gain experience in the workplace;

**WHEREAS**, UPS is an employer that hires students enrolled in the JCPS School-to-Work Program;

**WHEREAS**, UPS desires that JCPS, as a non-exclusive, independent contractor, provide Service as set forth in this Agreement and JCPS is willing to do so on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of their mutual covenants and agreements hereinafter set forth, UPS and JCPS agree as follows:

**SECTION 1— SERVICES PROVIDED BY JCPS**

1. Employ the Teacher of Record who will oversee for all students employed by UPS through the JCPS School-to-Work Program.
2. The JCPS Teacher of Record will be the district's primary contact between schools and UPS.
3. The JCPS teacher of record will monitor student attendance and record grades.
4. The JCPS Teacher of Record will provide support and consistency for schools.
5. The JCPS Teacher of Record will provide recruiting assistance by
  - a. working with the UPS Director and all JCPS schools in recruiting students for the UPS School-to-Work Program.
    - Set up workshops
    - work closely with senior counselors/administrators
    - provide information to students and parents/guardians
  - b. communicating with counselors/administrators regarding recruiting and scheduling students, emphasizing the valuable connection between UPS and JCPS.

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- c. coordinating application process; communicate program guidelines to students and parents/guardians, and collect/document paperwork necessary to enroll students in the UPS School-to-Work Program.
6. The JCPS Teacher of Record will be responsible for student documentation/reports/data including the following:
  - a. report placement data for accountability purposes.
  - b. complete, file and collect Value-Added Commitment Forms (student, parent/guardian, employer and District).
  - c. complete and file all School-to-Work Student and Parent/Guardian forms:
    - Parent Consent Forms
    - Students/Program Contract
    - Rules & Regulations
    - UPS Repayment Release Form
    - Medical Release Form
    - Transportation/Driving Guidelines
7. The JCPS Teacher of Record will work closely with senior counselors and/or administrators to resolve any of the following:
  - a. scheduling, attendance and grade issues as they relate to students.
  - b. student conflicts at UPS and/or individual schools.
  - c. materials needed for student files.

## **SECTION II – TERM AND TERMINATION**

1. JCPS shall complete all Services within July 1, 2016 — June 30, 2017. In the event delays are experienced beyond the control of JCPS, these dates may be revised as mutually agreed upon by the UPS and JCPS.
2. Either party may terminate this Agreement for convenience and without penalty upon providing a thirty (30) day advance written notice to the other party.
3. Either party may terminate this Agreement immediately in the event appropriations do not provide adequate funds for the continuance of the program.

## **SECTION III - COMPENSATION**

The method of payment for this Agreement is quarterly payments of \$9,750 not to exceed in total \$39,000.

## **SECTION IV – INDEMNIFICATION**

1. JCPS agrees to defend, hold harmless and indemnify UPS, its parent and affiliated companies from and against all claims, damages, losses, costs and expenses (including reasonable attorney's fees) ("UPS Claims"), which are or may be suffered or incurred to the extent such UPS Claims are directly caused by a breach of this Agreement or the negligence or willful misconduct of JCPS or JCPS's agents. In no event shall JCPS be liable under this paragraph for special, indirect,

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incidental or consequential damages such as (but not limited to) loss of expected revenue or profit.

2. UPS agrees to defend, hold harmless and indemnify JCPS from and against all claims, damages, losses, costs and expenses (including reasonable attorney's fees) ("JCPS Claims"), which are or may be suffered or incurred to the extent such JCPS Claims are directly caused by a breach of this Agreement or the negligence or willful misconduct of UPS or UPS's agents. In no event shall UPS be liable under this paragraph for special, indirect, incidental or consequential damages such as (but not limited to) loss of expected revenue or profit.

## **SECTION V – INSURANCE**

1. Prior to the commencement of this Agreement, both parties shall acquire and maintain throughout the term of this Agreement insurance in amounts appropriate for the Services contemplated by this Agreement.

## **SECTION VI – MISCELLANEOUS**

1. Assignment – This Agreement shall not be assigned by either party without the prior written consent of the other party.
2. Changes – The provisions and conditions of this Agreement may only be modified by written amendments. Such amendments shall be executed by duly authorized representatives of both parties and shall set forth in detail the particular section(s) involved, and the changes to be made therein or in the other provisions and conditions of the Agreement and the effect, if any, on the financial provisions and prices contained in the Agreement.
3. Waivers – No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the party waiving its rights.
4. Governing Law – This Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Kentucky without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction.
5. Severability – The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision hereof.
6. Entire Agreement – This Agreement constitutes the entire Agreement between parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.



7. Counterparts and Signatures – This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and which, taken together, shall constitute one and the same instrument. Electronic (.pdf) or facsimile signatures are acceptable to both parties and shall be deemed to be originals and binding upon both parties.
8. Sensitive Security Information – JCPS employees that provide Services under the terms of this Agreement shall agree to execute the Sensitive Security Information Addendum, as it is required in order to obtain access to airport property.
9. Notices – Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent to the following individuals/departments designated by the parties:

**If to JCPS:**

Jefferson County Public Schools  
Attention: Donna M. Hargens, Ed. D

**If to UPS:**

United Parcel Service, Inc.  
Attention: Legal Department

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by their respective officers there under duly authorized, on the day and year first above written.

**Jefferson County Public Schools**

**United Parcel Service, Inc.**

By: \_\_\_\_\_

By: Sara J. Madecia

Title: \_\_\_\_\_

Title: VP

Date: \_\_\_\_\_

Date: 5/26/16



## Airline Security

## Authorized Representative Written Instructions (Gateway Vendor)

Revision Date: 09/28/15

## Security Indemnification Addendum

Attachment 3

This Security Indemnification Addendum (referred to as "Addendum") is entered into as of JULY 1, 2016 by and between United Parcel Service Co. (referred to as "UPS Airlines") and Jefferson County Public Schools (referred to as Authorized Representative).

Whereas, UPS Airlines and Authorized Representative have heretofore entered into a contract dated JULY 1, 2016 (referred to as "Agreement" and the defined terms therein being used with the same meaning).

Whereas, UPS Airlines and Authorized Representative agree to modify and amend the Agreement as follows:

Notwithstanding anything to the contrary in the Agreement, UPS Airlines and Authorized Representative (referred to individually as a "Party" or together as the "Parties") agree that to perform Authorized Representative's obligations under the Agreement, Authorized Representative's officers, directors, and employees may require unescorted access to secure areas of local airport property, such property being governed by the Transportation Security Administration (referred to as "TSA"), local airport authority, and UPS Airlines security regulations, rules and procedures.

To the extent of Authorized Representative's negligence or willful misconduct, to the extent permitted, by Kentucky law, Authorized Representative agrees to indemnify and hold UPS Airlines harmless for all fines, fees, civil penalties, or other charges, and for any losses, claims and liabilities whatsoever, in each case including but not limited to attorney fees, arising from:

1. UPS Airlines conducting criminal history record checks, as required by the TSA or local airport authority, for Authorized Representative employees to gain unescorted access to secure areas of local airport property

In all other aspects, the terms and conditions of the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties hereto have caused this Addendum to be duly executed by their respective authorized officers as of the day and year first above written.

UNITED PARCEL SERVICE CO.

AUTHORIZED REPRESENTATIVE

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Wyness May Jr Director of Security

Its: \_\_\_\_\_

Date: June 6, 2016

Date: \_\_\_\_\_

WARNING - This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520