

**KentuckianaWorks College Access Center ~ KentuckianaWorks Foundation, Inc.
Educational Talent Search (ETS) - Federal TRIO Program
Memorandum of Agreement**

ETS Five-Year Grant Cycle: 9/1/2016 – 8/31/2021

Current School Year: 2016 - 2017

The Educational Talent Search grant awarded to KentuckianaWorks Foundation by the U.S. Department of Education provides funds for students in five high schools* in the Jefferson County Public School district to receive college ready and college access services in preparation for postsecondary education admission, enrollment and retention. Program criteria states that two-thirds of the students served must be low-income and first generation (neither parent has earned a baccalaureate degree), and be a U.S. citizen or permanent resident. ETS services are offered regardless of gender, racial, social, ethnic, or cultural background. However, ETS encourages participation of students who are members of groups underrepresented in higher education.

KentuckianaWorks College Access Center (KCAC) will provide the following:

1. KCAC will require all ETS counselors to complete a criminal records check per JCBE requirements. ETS counselors convicted of or pleading guilty to sexual or drug offenses or any felony shall not be permitted access.
2. An ETS counselor will be either on site or in direct communications with school personnel an average of 32 hours a week every other week to provide college access services to students. The ETS counselor will work with school personnel to determine the best time to meet with students with the least amount of class disruption while assuring ETS goals are met.
3. The ETS counselor will provide a copy of the ETS goals and evaluation criteria, and collaborate with school personnel to develop and implement a calendar of activities for the year.
4. KCAC will provide educational, college ready and college access resource materials for use with students.
5. ETS program activities include field trips to postsecondary institutions, and participation in field trips to businesses and community agencies, as appropriate.
6. The ETS counselor will participate in school-wide events that ETS students and/or parents participate in.
7. KCAC will provide the opportunity for school personnel and students to evaluate ETS services.

Western High School will provide the following:

1. The school will provide a commitment by the principal, counselors, teachers, and staff to support ETS to ensure achievement of ETS goals. The school will allow students to attend sessions during the school day.
2. The school will provide a designated workspace for specified days, as well as regular notification to students regarding ETS group or individual student program activities.
3. The school will assign a school official to inform ETS of school policies – including field trips -- to provide program oversight, and to assist with program facilitation.
4. The school will assist recruiting students based on program criteria with special efforts to identify students underrepresented in higher education and who do not receive similar services. The ETS program cannot serve students currently participating in Upward Bound.
5. The school will assist in providing written verification of low-income status of students.
6. The school will immediately communicate any concerns or problems to the ETS counselor and/or the KCAC Director, as appropriate, and will commit to resolve identified issues.
7. The school will communicate with ETS counselors in advance of any need to change the calendar of ETS program activities (excluding unforeseen emergencies).
8. The school will assist in collecting data pertinent to verifying program success which includes matriculation and graduation information such as copies of grades, transcripts, attendance records, verification of ACT/SAT scores, National Student Clearinghouse data, as appropriate.

This agreement shall begin on September 14, 2016, and continue for one year, and shall be renewable each year unless either party notifies the other party that it will not renew the agreement at least 60 days prior to expiration of a term. See attached Exhibit A for insurance and indemnification requirements.

Western High School
(*Name of school)

Board of Education of Jefferson County, Kentucky

Dr./Ms/Mr/Mrs. (Principal name), Principal

by _____
Superintendent

Ms. LaShala Porter Goodwin, Executive Director, KentuckianaWorks College Access Center

(* High schools served by the grant are: Fairdale, Iroquois, Liberty, Valley and Western)

SCHEDULE A

I. INSURANCE REQUIREMENTS

The Board of Education of Jefferson County, Kentucky, (hereafter "Board") shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Board shall provide proof of insurance to KentuckianaWorks Foundation, Inc. (hereafter "Foundation") prior to the commencement date of this agreement.

Without limiting Board's indemnification requirements, it is agreed that Board shall maintain in force at all times during the term of this agreement the following policy or policies of insurance.

A. The following clause shall be added to the Board's Commercial General Liability Policies:

1. "The KentuckianaWorks Foundation, Inc., its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.
3. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by Foundation.

III. MISCELLANEOUS

- A. The Board shall procure and maintain insurance policies as described herein and for which Foundation shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Foundation at least 15 days prior to the expiration of any policy(s).
- B. Upon execution of the contract and upon renewal of insurance coverages, Certificates of Insurance as required above shall be furnished to KentuckianaWorks Foundation, Inc.

- C. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Board shall notify Foundation of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Board shall notify Foundation within two business days. If Board fails to notify Foundation as required by this Agreement, Board agrees that such failure shall be a breach of this Agreement. Foundation reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions.
- D. Approval of the insurance by Foundation shall not in any way relieve or decrease the liability of the Board hereunder. It is expressly understood that Foundation does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Board.

IV. **INDEMNIFICATION**

To the extent allowed by Kentucky Law, the Board shall indemnify, hold harmless, and defend Foundation, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees and court costs, arising out of or resulting, directly or indirectly, from the Board's (or Board's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission of Foundation, or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.