

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

This Agreement is made this 24th day of May, 2017, 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;

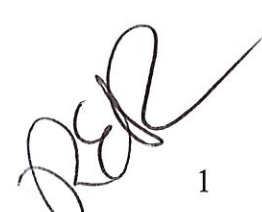
WHEREAS, UPS is an employer that hires students enrolled in the JCPS School-to-Work Program;

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.
 - 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, 2017 — June 30, 2018. 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 monthly payments of \$3,561 for a total of \$42,732, which represent 50% of the annual salary plus fringe benefits for the teacher of record. In addition, UPS will pay 100% of the cost of the extended days worked by the teacher of record in support of the UPS School-to-Work program, as needed and agreed upon between UPS and JCPS (See Attachments A and B, included by reference in this agreement).

SECTION IV – INDEMNIFICATION

A handwritten signature in black ink, appearing to be 'RGR', is located in the bottom right corner of the page.

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, 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 address as 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
1400 N. Hurstbourne Parkway
Louisville, Kentucky, 40223

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:  _____

Title: _____

Title:  _____

Date: _____

Date:  _____

School Year: July 1, 2017- June 30, 2018
Office of College & Career Readiness
Budget Estimate of Extended Days
for UPS School-to-Work Teacher

JCPS Employee Information

EE Name: Cindy Kustes **EE ID:** 114647 **Pay Calculation:**

Chart A: Teacher (JCPS Employee)
Annual/Daily Pay Rate

| 2017-2018 Annual Salary | |
|--------------------------------------|-----------|
| Annual Salary | \$ 81,058 |
| # Contract Work Days | 187 |
| Daily pay rate not including fringes | \$ 433 |

Chart B: Estimated Cost of Extended Days for
UPS School-to-Work Teacher

| Calculation of Estimated Extra Service Pay | |
|---------------------------------------------------------------------|------------------|
| Estimated # Extended Days | 25 |
| Daily Pay Rate | \$ 433 |
| Estimated Cost of Salary | \$ 10,837 |
| Estimated Cost of Fringes (5%) | \$ 542 |
| Total Estimated Cost of Salary and Fringes for Extended Days | \$ 11,378 |

Extended Day Information

Extended Days - The "Estimated # Extended Days" listed in Chart "B" above represent the extra calendar work dates added to the teacher's regular schedule that are over and above the contracted 187 days paid to the teacher through the teacher's annual salary. All extended days requested are for the primary purpose of supervising students participating in the UPS School-to Work Program. The actual number of extended days may vary from this estimate based on UPS approval, school schedule changes and program need. The UPS supervisor must approve extended days before they are worked.

Once actual extended days are worked, the School-to-Work teacher will submit weekly a Personnel Activity Report (PAR form) signed by the designated UPS Supervisor to the JCPS Office of College & Career Readiness for payroll processing. JCPS Grants & Awards Office will include the salary and fringe amounts for the approved extended days on the regularly scheduled monthly billing cycle to be reimbursement by UPS.

Based on the (17-18) JCPS Employee Working Calendar dated March 17, 2017, the following dates are available for extra service for a 187-day teacher (not including weekend dates):

- Summer Break (May 26, 2017-August 11, 2017)
- Winter Break (December 20, 2017-January 1, 2018)
- Spring Break (April 2, 2018-April 6, 2018)

**JCPS Office of College & Career Readiness (CCR) - UPS School-to-Work
PERSONNEL ACTIVITY REPORT (PAR)**

| WEEK OF: | | | | | For Office Use |
|----------------------------|------------|----------|-------------|------------------|---------------------------|
| Date | Start Time | End Time | Total Hours | Task Description | Rate |
| | | | | | Daily/Hourly PD/Other: |
| | | | | | Daily/Hourly PD/Other: |
| | | | | | Daily/Hourly PD/Other: |
| | | | | | Daily/Hourly PD/Other: |
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| | | | | | Daily/Hourly PD/Other: |
| | | | | | Daily/Hourly PD/Other: |
| | | | | | Daily/Hourly PD/Other: |
| Totals Hours Worked | | | | | |

I certify that I have worked the stated number of hours and performed the activities as described above.
I am not receiving professional development credit for the hours above. I am not claiming these hours
on any other time submission.

Employee's Signature: _____ Date: _____

| | |
|------------------------|--|
| PRINT NAME: | |
|------------------------|--|

I certify that the employee has performed the above activities.

UPS Signature: _____ Date: _____

JCPS Signature: _____ Date: _____

**PLEASE PRINT & OBTAIN SIGNATURES BEFORE SUBMITTING THIS FORM
FAX TO 485-3523 OR EMAIL IN PDF FORMAT TO JCPS CCR OFFICE**

JCPS Contact Phone # (502)485-3133

