



## MEMORANDUM OF UNDERSTANDING

This non-binding **Memorandum of Understanding** (the "MOU") is made by and between Transform Education Kentucky, Inc., a Kentucky nonprofit corporation ("TEK") and the Jefferson County Board of Education, a Kentucky school district doing business as the Jefferson County Public Schools (the "District," and together with TEK, each a "Party" and collectively the "Parties") and sets forth the general terms and conditions of the Parties' agreement to implement Interapt Skills for District High School Seniors (the "Proposed Project"). This MOU contains non-binding provisions of understanding between the Parties. Unless otherwise agreed by the Parties in a separate and binding professional services contract, this MOU does not impose any legal obligations on either Party.

TEK's proposal is as follows:

### 1. PROPOSED PROJECT.

TEK will work with Interapt LLC to launch a pilot of the Interapt Skills program in January 2018 for up to 25 high school seniors attending schools in the District. Students will go through a rigorous application process, and will graduate the program with up to 30 hours of college credit (through a partnership with Jefferson Community and Technical College (JCTC)), and a certification of their developer skills. Students will be coached and mentored throughout the program by working engineers from Interapt and other partners. If an accepted student is at risk for not completing the program, he or she will be counseled into another program—at his or her own school or district, at JCTC, or elsewhere. No student will "fail".

The cost of the initial cohort will be roughly \$15,000 per student, of which the District will be asked to contribute 25% of its annual cost per student. TEK will partner with the Jefferson County Public Education Foundation and Interapt to secure corporate sponsorships and other resources to cover the remaining costs.

TEK will:

- a. Provide project management services throughout the Proposed Project to ensure effective and timely delivery of Interapt Skills for up to 25 District High School Seniors;
- b. Lead fundraising efforts throughout the Proposed Project; and
- c. Act as liaison between any other partners and the District.

The District will:

- a. Connect TEK with interested schools and students;
- b. Act as liaison between TEK and the District's board members;
- c. Provide input in student selection process; and

- d. Provide financial investment of \$3,664 per student accepted into the program. This figure is based on 25% of the average per student cost over the last three academic years, sourced through Kentucky District Report Cards.

## **2. CONSIDERATION.**

The District will compensate TEK \$3,664 per student accepted into the program.

## **3. TIMING.**

This MOU will remain in effect through the end of Cohort 1 of Interapt Skills for High School Seniors: July 31, 2018.

## **4. CONTINGENCIES.**

Any obligation to consummate the Proposed Project under the terms of this MOU is based entirely on satisfaction of each of the following conditions:

- a. Fundraising of all necessary funds to complete the Proposed Project; and
- b. Receipt of all applicable consents, approvals, and authorizations including board, partnership, third party, and regulatory approvals, if any, relating to the Proposed Project.
- c. Execution by the Parties of a binding professional services contract.

## **5. ACCESS TO INFORMATION.**

While this MOU remains in effect, TEK shall receive such financial and operational data and other information as TEK shall reasonably request. Any information so received shall be kept confidential by TEK. On termination or expiration of this MOU, each Party shall return promptly any and all printed information received from any other Party in connection with the Proposed Project.

## **6. EXPENSES.**

Unless and until otherwise agreed in writing, each Party shall be responsible for and bear all of its own costs and expenses incurred in connection with the Proposed Project or this MOU, regardless of whether or not the Proposed Project is consummated. Neither Party shall have any liability to any other Party for any liabilities, losses, damages (whether special, incidental, or consequential), costs, or expenses incurred by the Party if negotiations between the Parties are terminated as provided in Section 7 below.

## **7. NON-BINDING LETTER; WITHDRAWAL.**

Each Party hereby reaffirms its intention that this MOU as a whole, is not intended to constitute, and shall not constitute, a legal and binding obligation, contract, or agreement

between the Parties, and is not intended to be relied on by any Party as constituting such. Accordingly, the Parties agree that any Party to this MOU may unilaterally withdraw from negotiation or dealing at any time for any or no reason at the withdrawing Party's sole discretion by notifying TEK of the withdrawal in writing.

AGREED AND ACCEPTED:

Dated: 10/25/17

**TRANSFORM EDUCATION KENTUCKY**

By: /s/ 

**Barbara A. Bellissimo**  
Its: **Chief Executive Officer**

**JEFFERSON COUNTY  
BOARD OF EDUCATION**

Dated: \_\_\_\_\_

By: /s/ \_\_\_\_\_

**Martin Pollio**  
Its: Acting **Superintendent**

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