

**Agreement
between
Junior Achievement of Kentuckiana Inc. (JA)
and
Jefferson County Board of Education
dba
Jefferson County Public Schools (JCPS)**

This Agreement is made this 29th day of August, 2018, by and between JCPS and JA in order to provide students a field trip experience to explore career pathways and possible career interests.

WHEREAS, JCPS students participate in a JA BizTown and JA Finance Park center visits to explore potential careers.

WHEREAS, JA provides the facility and program materials for students and program guides and training for teachers;

WHEREAS, JA and JCPS provide funding 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, JA and JCPS agree as follows:

SECTION I— JUNIOR ACHIEVEMENT WILL PROVIDE:

1. Coordination with local school designees to organize Junior Achievement programming at the school level.
2. JA will pay \$9 per student charge for the education program materials and center visits for each year of this Agreement for elementary school student participation in BizTown and for middle school student participation in Finance Park (specific grade to be determined by the JCPS designee).
3. JA will invoice JCPS monthly for students participating in the programs.
4. JA will train JCPS teachers participating in the program.

SECTION II— JCPS WILL PROVIDE:

1. JCPS will pay \$9 per student charge for the education program and center visits for each year of the agreement for student participation in JA BizTown and JA Finance Park up to the amount allocated to this program in the JCPS budget for that fiscal year.
2. JCPS will cover the cost of transporting students to the JA Center up to the amount allocated to this program in the JCPS budget for that fiscal year.
3. JCPS will collaborate to provide professional development hours for training coordinated by JA.
4. JCPS will designate a liaison to coordinate with JA on implementation.

SECTION III— LOCAL SCHOOL WILL PROVIDE:

1. Establish a school lead contact to communicate with JA and JCPS central office about programming.
2. Follow all field trip procedure guidelines and policy requirements.
3. Expectation of teacher training.

SECTION VI – TERM AND TERMINATION

1. This Agreement will be in effect from August 29, 2018 — June 30, 2021. In the event delays are experienced beyond the control of JCPS, these dates may be revised as mutually agreed upon by JA 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 V – COMPENSATION

JA will bill JCPS monthly for student fees for students participating in the programs.

SECTION VI – INDEMNIFICATION

1. To the extent permitted by Kentucky Law, JCPS agrees to defend, hold harmless and indemnify JA, its parent and affiliated companies from and against all claims, damages, losses, costs and expenses (including reasonable attorney's fees) ("JA Claims"), which are or may be suffered or incurred to the extent such JA 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. JA 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 JA or JA's agents. In no event shall JA 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 VII – 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. JA acknowledges that JCPS may provide such insurance through its existing self-insurance program.

SECTION VIII – 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: Martin A. Pollio, Ed.D.
3332 Newburg Rd
Louisville, KY 40218

If to JA:

Junior Achievement of Kentuckiana, Inc
Attention: Debra H. Hoffer
1401 W. Muhammad Ali Blvd.
Louisville, Kentucky, 40203

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 Board of Education

Junior Achievement of Kentuckiana Inc.

By: _____

By: Debra H. Hoffer

Title: _____

Title: PRESIDENT

Date: _____

Date: AUGUST 15, 2018