



Scholarship Agreement

with

Jefferson County Board of Education

This Scholarship Agreement ("Agreement") is made as of April 17, 2019, by and between the United Negro College Fund, Inc. (hereinafter "UNCF"), a New York, not-for-profit corporation with its principal offices located at 1805 7th Street, NW, Washington, DC 20001, and the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218 (JCPS and UNCF are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, JCPS desires to continue the Minor Daniels Scholarship Program (the "Program");

WHEREAS JCPS employees make contributions to UNCF directly or JCPS remits employee contributions to UNCF; and

WHEREAS, UNCF has agreed to administer said Program in accordance with the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, UNCF and JCPS hereby agree as follows:

I. Purpose

The Funds shall be used solely for the purposes outlined in this Agreement and shall be so designated in UNCF's records. If it becomes impossible or impractical for UNCF to use the Funds for the purpose designated by this Agreement, or if this Agreement is determined to be in conflict with any federal, state or local law, regulation or ordinance, all unawarded funds shall be returned to JCPS. UNCF understands that unawarded funds returned to JCPS will be part of a scholarship fund for JCPS graduates that will be administered through the Jefferson County Public Education Foundation.

II. Program Administration

- A. UNCF shall award all need-based funds in scholarships that JCPS has given to date.
- B. UNCF shall administer and manage the Program, which includes online applications, applicant relations, awarding and

reporting.

- C. The UNCF Donor Relations Team will be responsible for administering the Program. A team member will serve as the primary contact for JCPS and will be the project leader directing all aspects of the Program's fulfillment.
- D. UNCF shall preliminarily screen all applications to ensure compliance with the Program. After review by the JCPS Committee, UNCF shall then select the awardees. Awardees will be notified in writing by UNCF.
- E. Need-based scholarship funds shall be released by UNCF to the award recipients' college or university upon confirmation of student eligibility.
- F. UNCF shall receive an administration fee of \$5,334 or twelve percent (12%) of the Funds awarded as scholarships.

III. Selection Criteria

- A. Applicants for the Program must meet the following criteria:
 - 1. Possess a minimum cumulative grade point average of 2.5 on a 4.0 scale.
 - 2. Be graduate of JCPS.
 - 3. Planning to attend a two- or four-year accredited institution.
 - 4. Preference shall be given to students who are from an under-represented racial minority group, first generation College bound, homeless, low-income, attending a Historically Black College or University (HCBU) or declaring a major in education.

- B. Application Process

Students shall submit an online application for the Program, complete with a letter of recommendation, a one-page personal statement of career interest, a current transcript, and a letter

of admission to the institution they plan to attend. The application shall be available via UNCF's website at www.uncf.org. All application materials must be received by the applicable deadline.

C. Timeline

The parties shall administer the Program in accordance with the proposed timeline below:

DATE	ACTIVITY
April 17, 2019	JCPS application opens.
May 31, 2019	JCPS application closes.
June 3-14, 2019	The UNCF Program Manager shall preliminarily screen all applications to ensure they are in compliance with the program and will read and rank the applications to identify the top 16 candidates.
June 17-28, 2019	UNCF sends JCPS a list of top 16 candidates for the JCPS Committee, to be determined by Diversity, Equity and Poverty Office, to review and approve. JCPS Committee submits ranked list of top candidates to UNCF for final selection pending verification.
June – August 2019	UNCF sends finalists to appropriate postsecondary institutions financial aid offices for enrollment and financial aid verification. After verification, UNCF makes final selection and JCPS and scholarship recipients are notified.
July – August 2019	UNCF sends scholarship funds to recipient's postsecondary institution.
December 2019	UNCF sends JCPS required annual report

IV. Funds

10 One-time scholarships @ \$4,000 each =	\$40,000
One, one-time scholarship of \$2,500	\$2,500
Two, one-time scholarship of \$1,000	\$2,000
Administrative Fee (12%) =	\$5,334
TOTAL =	\$49,834

V. Accounting & Record Keeping Requirements

UNCF shall maintain vouchers, bills, invoices, cancelled checks, receipts and other records ("Materials") which document the receipt and disbursement of funds for this Program for at least three (3) years following the final disbursement of funds. JCPS may examine, upon reasonable notice and during normal UNCF business hours, such Materials or JCPS may request copies of such Materials at its expense. JCPS may also request an audit of Program Materials at its expense. All Materials with respect to this Program shall, to the extent permitted by law, remain confidential and UNCF and JCPS shall, except as required by law, refrain from disclosing any such records without the written consent of the other party.

VI. Reporting

- A. UNCF shall furnish JCPS with an annual written report, no later than December 31, 2019, on the progress of the Program and the financial management of the Funds.

The written report will include at a minimum:

1. Names of students awarded scholarships
2. Amount of each scholarship awarded to student
3. Name of postsecondary institution each student awarded a scholarship is attending
4. Major of each student awarded a scholarship

VII. Period of Performance

This Agreement shall be in effect for the period beginning April 17, 2019 through December 31, 2019.

VIII. Expiration or Termination:

- A. Non-endowed scholarship programs may be terminated by either party to this Agreement and Program with or without cause at any time prior to its expiration upon written notice specifying a date certain for termination. In the event of termination, UNCF shall provide a written report in accordance with Section VI. A. of this Agreement within thirty (30) days of the termination date.
- B. In the event this Agreement and Program is terminated by either party, any undistributed Funds will be returned to JCPS no later than sixty (60) days after the termination date.
- C. Upon the expiration of this Agreement and Program, UNCF shall provide a written report in accordance with Section VI. A of this Agreement within thirty (30) days of the expiration date.

- D. Any undistributed funds remaining as of December 31, 2019 shall returned to JCPS no later than February 1, 2020.

IX. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and UNCF.

X. Equal Opportunity:

During the performance of this Agreement, UNCF shall not discriminate against any JCPS employee or student because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

XI. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that UNCF is at all times acting as an independent contractor concerning JCPS, and neither party shall be construed to be an agent or representative of the UNCF. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which UNCF performs its work and functions.

XII. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

XIII. Entire Agreement:

This Agreement contains the entire agreement between JCPS and UNCF and supersedes any prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

XIV. Indemnification:

UNCF shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of UNCF, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

XV. Compliance with Tax Laws

UNCF and JCPS agree to work cooperatively to execute and deliver to each other any documentation necessary or required for compliance with applicable Internal Revenue Service regulations governing disclosure and reporting of charitable contributions and educational scholarships, including but not limited to, Internal Revenue Code Sections 4966, 4945, and 117.

XVI. Arbitration

The parties shall exercise good faith and fair dealing in interpreting and administering this Agreement. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association and the judgment rendered by such Arbitrator(s) may be entered in any court having jurisdiction.

XVII. Governing Law

This Agreement shall be governed in all respects, interpreted and enforced by and under the laws of the State of Kentucky, without regard to the applicable conflict of laws principles thereof. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be court of appropriate jurisdiction of Jefferson County, Kentucky.

XVIII. Counterparts

This Agreement may be signed and delivered in counterparts and via facsimile or electronic signature, all of which together shall be treated as an original.

XIX. Entire Agreement

This Agreement, including any attachments or exhibits hereto, constitutes the entire agreement between the parties. The rights and obligations of the parties under this Agreement cannot be changed, modified, assigned or waived except by written agreement executed by both parties, which references this Agreement. This Agreement shall be fully binding on the parties, their successors, successors-in-interest, assigns, representatives and transferees.

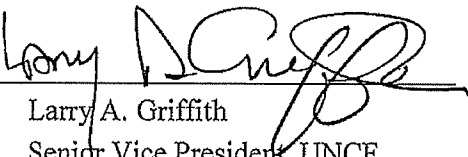
IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in the preamble to this Agreement.

JEFFERSON COUNTY BOARD OF EDUCATION:

Dr. Martin A. Pollio
Superintendent

Date

UNITED NEGRO COLLEGE FUND, INC.


Larry A. Griffith
Senior Vice President, UNCF
Programs and Student Services

3/22/19
Date