

## MEMORANDUM OF AGREEMENT

### Jefferson County Board of Education and Project One

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between 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 and Project One, Inc. (hereinafter "Project One") with its current principal place of business at 10111 Ledbury Way, Louisville, KY 40223 (JCPS and Project One are hereinafter referred to individually as a "Party" and collectively as the "Parties").

Whereas Project One is a school-based, community-based, faith-based, not-for-profit, educational organization that exists to serve, educate, train and prepare disadvantaged youth and adults for healthy and successful transitions into post-secondary education, meaningful employment opportunities and career ladder placements by developing training program and institutes, summer programs, year-round activities and life long learning solutions to bring about economic empowerment and self-sufficiency.

Whereas Project One desires to locate its operations, programs and activities at the Academy @ Shawnee (hereinafter "Shawnee").

Whereas the Parties enter into this Agreement to outline in writing their mutual understanding of their partnership to provide improved educational resources and services for youth and young adults, ages 13-21, and their families in western and southwestern and surrounding neighborhoods in Louisville Metro and Jefferson County, Kentucky.

Whereas, the Parties desire to enter into the herein described Agreement to which they shall describe shared office space and collaborative services focusing on the coordination of services that build upon ongoing support for this partnership at the Shawnee. Through this collaborative approach, the Parties will develop solutions and implement activities to improve student achievement and increase learning opportunities for families of Project One participants.

NOW, THEREFORE, in consideration of the premises and the mutual promises outlined in this Agreement, JCPS and Project One agree that they will collaborate on the services described below.

**I. Project One agrees to:**

- a) Recruit volunteer certified educators, business persons, and community leaders to implement employability skills training and assist in improving students' academic skills.
- b) Obtain an all-risk property and casualty insurance policy concerning the facilities and a policy of general commercial liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance.
- c) Provide all supplies, staff and volunteers needed to implement Project One programs and activities at Shawnee.
- d) From January to April 2020, accept applications from economically disadvantaged middle- and high school youth, and 21-year-old post-secondary young adults for Project One programs.
- e) During May and June 2020, screen and register youth and their parents for the program.
- f) Conduct two orientation sessions to ensure that parents and students who complete all application requirements, understand all requirements and ensure students are prepared to enter one of two sessions of employability skills training offered during May and June.
- g) Engage selected students in two (2) employability skills training sessions to identify jobs, discuss requirements to obtain and retain a job, and identify potential employment sites based upon student interests and skills.
- h) Administer employment assessments to middle and high school youth and young adults that will measure their knowledge of employment requirements.
- i) Assist selected youth and young adults in learning about and completing a resume.
- j) Conduct exit interviews with youth and young adults who complete all employability skills training requirements to discuss the youth's and young adults' interests, skills and possible job-shadowing or work experience placements.

- k) Depending on donated funding to Project One, place 100 middle- and high school students, and young adults in job-shadowing/work experiences to receive from donated funds a stipend of \$100 per week for each week they complete a job shadowing or work experience.
- l) Placing students at paid work experiences at local businesses.
- m) During the school year, and out-of-school summer time, help youth to study and enhance their educational knowledge and skills at the Project One office at Shawnee.
- n) Engage youth and their parents/guardians, program supporters, and parties in activities that help build the youth's positive self-esteem.
- o) Require all Project One volunteers performing services under this Agreement to have a Criminal Records Check, per Kentucky law and JCPS.
- p) Require the following, pursuant to KRS 160.380, for all contractors, employees, interns and volunteers under this agreement:
  - 1. A state criminal records check;
  - 2. A state and national criminal (fingerprint) history background check; AND
  - 3. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record. No contractor, employee, intern or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee, and the volunteer has undergone the required records check.
- q) Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and from remaining upon the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern or volunteer has been convicted of the following:
  - 1. Any conviction for sex-related offenses;
  - 2. Any conviction for offenses against minors;
  - 3. Any conviction for felony offenses except as provided in number 5 below;



4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses;  
OR
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Contractors, employees, interns and volunteers under this Agreement shall immediately notify the school Principal or the Volunteer Talent Center if they are convicted of or plead guilty to one of the criminal offenses listed above, and shall immediately cease providing services under this Agreement and shall not remain upon premises of a JCPS facility for any purpose under this Agreement.

r) If the performance of this Agreement involves the transfer by JCPS to Project One of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), PROJECT ONE agrees to:

1. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
2. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than Project One and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
3. Require all employees, contractors, volunteers, and agents of Project One to comply with all applicable provisions of FERPA with respect to any such data. Project One shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.
4. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. Project One shall notify JCPS within 24 hours in

the event of any data breach or disclosure of data to any person or entity other than the parties listed in section II of this provision.

5. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Project One necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
  6. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by Project One for the purposes of this Agreement. Project One will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
  7. JCPS retains the right to audit Project One's compliance with the confidentiality requirements of this provision.
- s) Obtain any necessary written permissions from parents and guardians of JCPS students to approve their receiving services under this Agreement.

## **II. Jefferson County Public Schools agrees to:**

- a) Provide appropriate facilities at Shawnee for Project One employees\volunteers\contractors to use for the purposes described in this Agreement. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Project One administrative personnel. Such facilities shall be available annually during the academic year and summer. However such use may not interfere with the instructional program of JCPS.
- b) JCPS will help obtain any necessary written permissions from parents and guardians of JCPS students to approve their receiving services under this Agreement.
- c) Assist Project One employees\volunteers\contractors with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- d) Will promote awareness of Project One's employability skills training and academic support programs, and other partnerships.

- e) Help recruit middle- and high-school students, and young adults, ages 13-21, who live in inner-city Louisville Metro and southwest Jefferson County, to Project One and other partnership programs at the Satellite Office @ Shawnee.
- f) Will participate in activities to share information about other program collaborators and partnership initiatives, developmental program approaches, program successes and concerns, and celebratory events.

### **III. General Conditions**

- a) Both parties will designate an individual(s) to serve as liaison to facilitate matters in a reasonable and timely manner.
- b) All programs and activities will focus on helping students and families make positive life choices that are consistent with JCPS vision, mission, philosophy, and values.
- c) The content of Project One programs will not be based upon any religious policies or procedures. Religious proselytizing and praying during any part of programs are strictly prohibited. In addition, no curricular resources, materials or activities of Project One will incorporate religious symbols, literature, language or references of any type. Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- d) Each party shall not discriminate on the basis 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

### **IV. Period of Performance**

This Agreement shall be in effect for the period beginning March 25, 2020 — May 31, 2020.

### **V. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to Project One for its failure to cure a material breach of this Agreement.

### **VI. 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 Project One.

**VII. Equal Opportunity:**

During the performance of this Agreement, Project One shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and 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.

**VIII. Independent Parties:**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that Project One 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 Project One. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which Project One performs its work and functions.

**IX. 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.

**X. Entire Agreement:**

This Agreement contains the entire agreement between JCPS and Project One 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.

**XI. Indemnification:**

Project One 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 Project One, 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.

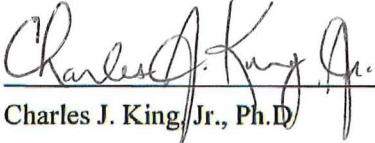
IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in the preamble to this Agreement.

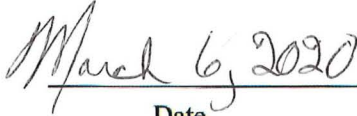
**JEFFERSON COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
Dr. Martin A. Pollio  
Superintendent

\_\_\_\_\_  
Date

**PROJECT ONE, INC:**

  
\_\_\_\_\_  
Charles J. King, Jr., Ph.D.  
President & CEO

  
\_\_\_\_\_  
Date