

**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 June, 2020, 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, visit students on job site, provide student advising, 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 including by:
 - Facilitating workshops or conduct orientations with JCPS students
 - Working closely with senior counselors or administrators
 - Providing information to students and parents or guardians



- Assisting the UPS Employment Center with new JCPS Hires – this includes using Infinite Campus to verify student grade point average, attendance, and assessment scores to determine student eligibility
 - b) communicating with counselors and administrators regarding recruiting and scheduling students, emphasizing the valuable connection between UPS and JCPS career pathway.
 - c) coordinating the application process; communicating program guidelines to students and parents or guardians, and collecting and documenting the 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, and data including the following:
- a) report weekly attendance
 - b) report placement data for accountability purposes
 - c) complete, file and collect Value-Added Commitment Forms (student, parent/guardian, employer and District).
 - d) complete and file all School-to-Work Student and Parent or 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 counselors and/or administrators to resolve any of the following:
- scheduling, attendance and grade issues as they relate to students.
 - student conflicts at UPS and/or individual schools.
 - materials needed for student files.
8. The JCPS Teacher of Record will facilitate the course enrichment programs including, but not limited to:
- eSchool
 - College Prep
 - Financial Literacy
9. The JCPS Teacher of Record will act as a School-To-Work/JCPS liaison with JCTC to provide assistance in the following:
- a) College orientation
 - b) Course registration and scheduling
 - c) Coordinate testing and collection of assessment scores for course placement and send to individual schools
 - d) Report student grades and progress to high schools and parents
 - e) Work with JCTC on courses testing and advising

SECTION II – TERM AND TERMINATION

1. JCPS shall complete all Services within July 1, 2020 — June 30, 2021. 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 \$3,201 for a total of \$38,412 which represent 50% of the annual salary plus fringe benefits based on the estimated FY21 current teacher of record compensation cost. This estimate is expected to be no more than the amount listed herein and will be adjusted after teacher compensation rates are approved by the Jefferson County Board of Education. 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

1. To the extent permitted by law, 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.

A handwritten signature in black ink, appearing to be "JCS" or similar, located in the bottom right corner of the page.

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. **Nondiscrimination** - 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.
7. **FERPA** - If the performance of this Agreement involves the transfer by JCPS to UPS 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”), the Parties respective responsibilities are as follows:

UPS agrees to:

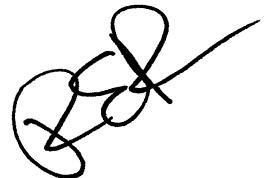
- i. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
- ii. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than UPS and its employees, contractors, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, or agents who are necessary for the fulfillment of this Agreement.



- iii. UPS shall be fully responsible for ensuring all employees, contractors, and agents of UPS comply with all applicable provisions of FERPA with respect to any such data.
- iv. 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. UPS shall notify JCPS within (24) hours of obtaining actual knowledge of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
- v. 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 UPS 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.
- vi. Upon the written request of JCPS, UPS shall 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 UPS for the purposes of this Agreement. UPS will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

JCPS agrees to:

- i. 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.
 - ii. Obtain written permission from either the parent or the eligible student prior to transmitting any student data to UPS.
 - iii. Only transmit such student data using industry best practices for data security and privacy.
8. 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.
 9. 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.
 10. Sensitive Security Information – JCPS employees that provide Services under the terms of this Agreement shall agree to have a UPS Escort when obtaining access to airport property.



11. 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 Road
Louisville, Kentucky 40218

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

By: _____

Title: _____

Date: _____

United Parcel Service, Inc.

By: 

Title: VP HUMAN RESOURCES

Date: 6/9/2020

