

## **MEMORANDUM OF AGREEMENT**

**Evolve 502 Inc.**

**And**

**Jefferson County Board of Education**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between Evolve502 Inc. (hereinafter "Evolve502") with its principal place of business located at 334 E. Broadway, Louisville, Kentucky 40202 and 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 Evolve502 are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS the Parties wish to outline in writing their mutual understanding of a partnership to provide students with access to the services of JCPS substitute teachers during Non-Traditional Instruction

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this Agreement, JCPS and Evolve502 agree as follows:

**1. Evolve502 agrees to:**

- a. Partner with reputable community organizations ("Partner Organizations") to provide locations and staffing for students to receive support with school work during periods of Non-Traditional Instruction.
- b. Ensure Partner Organizations obtain all necessary parental/guardian permissions to receive educational information from JCPS regarding any and all students being served by that Partner Organization.
- c. Ensure all Partner Organizations follow CDC, KY Healthy at Work, and KY Healthy at School guidelines for safety during the period of the COVID-19 pandemic.
- d. Ensure Partner Organizations require and have on file the following, pursuant to KRS 160.380, for each employee, volunteer and contractor (including employees of contractors), and intern who is not already a current JCPS employee, intern, or volunteer performing services under this Agreement:
  - i. A state criminal records check;
  - ii. A state and national criminal (fingerprint) history background check by the Department of Kentucky State Police and the Federal Bureau of Investigations; and
  - iii. A letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect were found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

- e. Ensure Partner Organizations prohibit employees, volunteers, contractors, students or interns from performing services under this Agreement and from remaining on the premises of a JCPS facility for any purpose under this Agreement if the contractor, employee, intern, or volunteer has been convicted of one of the following:
  - i. Any conviction for sex-related offenses;
  - ii. Any conviction for offenses against minors;
  - iii. Any conviction for felony offenses,
  - iv. Any conviction for deadly weapon-related offenses;
  - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses;
- f. For any projects, involving research, program evaluation, monitoring activities, or data collection of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personal Identifiable Information for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research and program evaluation and data collection activities must be approved in advance by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

**2. JCPS agrees to:**

- a. During periods of Non-Traditional Instruction, provide up to 30 certified substitute teaching assignments daily (M-F) for Evolve502 to assist students at Partner Organizations with school work during Non-Traditional Instruction. Evolve502 shall be responsible for assignment of the substitute teachers to Partner Organization locations. All JCPS certified substitute job assignments are voluntary. The JCPS job assignments shall be open for certified substitute teachers to accept, but JCPS makes no guarantee that all JCPS job assignments under this paragraph shall be filled each day. JCPS substitute teachers are at will employees who retain the right to decline assignments offered. No JCPS substitutes shall be provided under this Agreement during any periods where JCPS returns to in person instruction.
- b. Substitute teachers who will work at Evolve502 assignments but shall remain at all times employees of JCPS while performing services at Partner Organization under this Agreement, shall be paid their hourly rate by JCPS, and shall continue to be subject to all JCPS Policies and Procedures regarding employment.
- c. Provide Evolve502 with a certificate of insurance evidencing general liability coverage of \$1,000,000 per occurrence, statutory workers compensation coverage, and employer's liability coverage of \$500,000 per occurrence. Such insurance shall list Evolve502 as an additional insured to the extent claims relate to provision of services by JCPS substitute teachers under this Agreement.

### **3. Period of Performance**

This Agreement shall be in effect for the period beginning September 16, 2020 through June 30, 2021.

### **4. Termination**

This Agreement may be terminated immediately by Evolve502 or JCPS upon fifteen (15) business days' written notice to the other for its failure to cure a material breach of this Agreement, prior written notice and opportunity to cure of at least fifteen (15) business days having been afforded.

### **5. Modification**

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon in writing by both JCPS and Evolve502.

### **6. Equal Opportunity**

During the performance of this Agreement, Evolve502 and JCPS 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 Evolve502 or JCPS employee or student 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. Captions**

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

### **8. Performance**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that neither party shall be construed to be an agent, employee or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods, or means by which Evolve502 performs its work and functions.

## 9. Entire Agreement

This Agreement contains the entire agreement between JCPS and Evolve502 related to substitute teacher services during periods of Non-Traditional Instruction and supersedes any and all prior agreements.

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 Paragraph Three of this Agreement.

### JEFFERSON COUNTY BOARD OF EDUCATION:

\_\_\_\_\_  
Dr. Martin A. Pollio, Ed.D. Superintendent

\_\_\_\_\_  
Date

### EVOLVE502 Inc.

  
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Date 9/8/2020