

**Memorandum of Understanding**  
**Between**  
**Jefferson County Board of Education**  
**And**  
**Evolve502, Inc.**

This Memorandum of Understanding (hereinafter "MOU") is entered into as of this February 3, 2021 between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Evolve502, Inc. (hereinafter "Evolve502"), with its principal place of business at 334 E Broadway, Louisville, KY 40202

WHEREAS, JCPS and Evolve502 desire to collaborate to provide comprehensive post-secondary transition support and college coaching to JCPS high school students with the goal to promote and foster a successful transition to postsecondary education after high school graduation. Evolve502 will provide transitional services through group and individual sessions focused on navigating processes like high school completion, college exploration, scholarship and college applications, financial aid, postsecondary enrollment, and career exploration. Evolve502 will also seek to foster knowledge and awareness around college-going generally and specifically around the Evolve502 promise scholarship.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOU, JCPS and Evolve502 agree that they will collaborate on the services described below.

**I. Evolve502 agrees to:**

- a) In coordination with appropriate JCPS staff, provide group and individual college coaching and postsecondary transition support services to JCPS students. These services include, but are not limited to, college and scholarship exploration and application completion, Federal Application for Student Aid support, career exploration, workshops, community resource referrals, and academic success strategy development. Services will be provided to students in a JCPS authorized classroom, office or workspace. Virtual coaching services are conducted during and after school hours in person and/or in a virtual environment via Zoom, Google Meet, Microsoft Teams or other appropriate platforms, by Evolve502 Student Success Coordinators. Students and parents are able to refuse services at any time.
- b) Provide individual coaching sessions which will cover topics including but not limited to completion of the Evolve502 scholarship application, referrals to JCPS approved partner agencies for Federal Application for Student Aid completion, and workshops that encourage self-advocacy, financial capability, decision making and academic success strategies. Individual coaching will be targeted toward, but not exclusively delivered to, Evolve502 scholarship applicants and recipients and JCPS students who reside in the following zip codes: 40202, 40203, 40208, 40209, 40210, 40211, 40212, 40214, 40215, and 40216. Students are eligible to receive weekly coaching and can be contacted by Evolve502 staff via email, remind app, text or by phone to initiate services or as a means of follow-up. All students assigned to Student Success Coordinator's that cannot be reached by phone, text or email will be recommended to the assigned school counselor.
- c) Offer and facilitate sessions and workshops on topics including but not limited to planning for college, the Evolve502 scholarship and application process, career exploration techniques, self-advocacy, postsecondary affordability and financial wellness, parent and family support, and other topics related to successful postsecondary transition.

- d) Engage parents/guardians and families of students receiving individual coaching in the postsecondary transition process through in-person or virtual interaction and/or workshops.
- e) Refer students to appropriate community-based resources as appropriate and in support of high school and postsecondary success. Student Success Coordinator will contact parents and or guardians for written consent of any community-based referral services through United Communities if student is under 18. All students at the age of 18 can provide verbal or written consent for referral services requested.
- f) Maintain regular communication with individual school personnel for the purpose of fostering relationships that strengthen student support.
- g) In accordance with all Evolve502 policies, and at the discretion of Evolve502, provide last-dollar scholarship and grants to all eligible JCPS students in the classes of 2021-2024.
- h) 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.
- i) 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:
  - a. Any conviction for sex-related offenses;
  - b. Any conviction for offenses against minors;
  - c. Any conviction for felony offenses;
  - d. Any conviction for deadly weapon-related offenses;
  - e. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
  - f. Any conviction for violent, abusive, threatening or harassment related offenses; OR
  - g. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.
- j) 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.
- k) Hold all information with regard to all program participants in accordance with Evolve502 confidentiality policies and in compliance with the requirements of the Federal Family Educational Rights and Privacy Act and the Kentucky Family Education Rights and Privacy Act. Evolve502 will elicit personal information about individual students only during the scholarship application process, and any individual or group coaching activities.
- l) Publicly promote and celebrate JCPS and our partnership when possible.
- m) Evolve502 staff will serve as the liaison for all communication with the assigned partner school.



- n) Evolve502 will ensure that the employees working in coordination with JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs Evolve502.
- o) Evolve502 acknowledges that data shared by JCPS in order to determine scholarship eligibility and/or as a part of individual or group coaching services conducted by Evolve502, is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 (g) and 34 C.F.R. 99.31 (a) (6) ("FERPA"); the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
- p) If the performance of this Agreement involves the transfer by JCPS to Evolve502 of any data regarding any student that is subject to FERPA, Evolve502 agrees to:
  - i. In all respects comply with the provisions of FERPA.
  - ii. Use any such data for no purpose other than to fulfill the purposes of the program, and not share any such data with any person or entity other than Evolve502 and its employees, contractors, volunteers and agents, without the approval of JCPS.
  - iii. Require all employees, contractors, volunteers and agents of Evolve502 to comply with all applicable provisions of FERPA with respect to any such data.
  - iv. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the program.
  - v. Collect data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Evolve502 having a legitimate interest 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 published results of studies.
- q) Acknowledges that any violation of this MOU and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this MOU pursuant to Article V of this Agreement.

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

- a) Identify students who meet Evolve502 criteria to receive individual postsecondary transition coaching.
- b) Participate in regular meetings and communication with Evolve502 staff.
- c) Provide Evolve502 staff access to limited student data as defined in the JCPS Authorization to Release Education Records if parent/guardian consent in writing via the JCPS Authorization and Consent Form.
- d) Provide Evolve502 data related to Evolve502 scholarship eligibility of applicants as defined by Evolve502 policies, if parent/guardian consents in writing.

### **III. General Conditions**

- a) Both parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b) All coaching activities will focus on helping students make positive life choices that are consistent with JCPS vision, mission, philosophy, values, and the JCPS Equal Education Opportunities Policy.
- c) Evolve502 will take precautions to ensure that the employees, contractors, volunteers and agents of Evolve502 providing services under this Agreement shall not base the content of the services upon any religious policies or procedures; shall not engage in any religious proselytizing or praying during the provision of the services; and shall not incorporate any religious symbols or references of any type in any resources or materials provided to the students as part of the services.

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

This MOU shall be in effect for the period beginning February 3, 2021 and ending February 2, 2022. Either party may terminate this Memorandum of Understanding by giving the other party 30 days written notice. The Jefferson County Board of Education may terminate this Agreement immediately in the event that student confidentiality or safety is deemed to be in jeopardy, or for any other reason the Superintendent determines is in the best interest of the school.

### **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 either party upon ten (10) business days written notice for 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 Evolve502.

### **VII. Equal Opportunity:**

During the performance of this Agreement, Evolve502 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, student or student's, parent or guardian 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 or limitations related to pregnancy, childbirth, or related medical conditions.

### **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 Evolve502 is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the other party.

**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 Evolve502 supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.


IN TESTIMONY THEREFORE, the parties have caused this MOU to be executed in their respective names, on the day and year signed below, with the effective date as of February 3, 2021.


**JEFFERSON COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
Marty Pollio, Ed.D.  
Superintendent

\_\_\_\_\_  
Date

**EVOLVE502, INC:**

  
\_\_\_\_\_  
Marland Cole  
Executive Director

  
\_\_\_\_\_  
Date