

Memorandum of Agreement

Between

Jefferson County Board of Education

And

Coalition Supporting Young Adults

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 ("JCPS") and the Coalition Supporting Young Adults ("CSYA"), a collaborative initiative sponsored by YouthBuild Louisville, a private, nonprofit 501(c) 3.

WITNESSETH:

WHEREAS, JCPS desires to procure certain services with the Coalition Supporting Young Adults to provide services to students, which are more fully described below; and

WHEREAS, the Coalition Supporting Young Adults has held itself out to be competent and capable of performing the services desired by JCPS for students;

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this MOA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and the Coalition Supporting Young Adults (individually, a "Party" and collectively, the "Parties") agree as follows:

ARTICLE I Entire Agreement; Amendments

This MOA is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the Effective Date, as defined below, of this MOA. This MOA may not be amended or modified except in writing as provided in Article VII. This MOA is supplemented by the Procurement Regulations of JCPS currently in effect (the "Regulations"), which are incorporated by reference into and made a part of this MOA. In the event of a conflict between any provision of this MOA and any provision of the Regulations, the provision in the Regulations shall prevail.

ARTICLE II Services

During the Term, as defined below, Coalition Supporting Young Adults will perform (a) the services set forth in Exhibit A, which is attached to and incorporated by reference into and made a part of this MOA, and (b) such other services that are agreed in writing by JCPS and Coalition Supporting Young Adults during the Term in an addendum to this MOA as provided in Article VII (collectively, the "Services").

ARTICLE III Compensation

JCPS shall have no financial responsibility for payment of compensation to Coalition Supporting Young Adults for the performance of the Services. In no event will Coalition Supporting Young Adults directly bill JCPS or a JCPS student, parent or guardian for the performance of any Services.

ARTICLE IV Term of MOA; Renewal

This MOA shall be effective on February 2, 2022 (the "Effective Date.") the Coalition Supporting Young Adults shall begin performance of the Services on any date after the Effective Date, and shall complete the Services no later than June 30, 2022 (the "Term"). At the sole option of JCPS, this MOA may be renewed for one or more additional one-year renewal terms, upon written notice from JCPS to Coalition Supporting Young Adults at least 30 days prior to the end of the original term or any renewal term.

ARTICLE V Performance of Services by Coalition Supporting Young Adults

A. The Services shall be of a quality and shall be performed in a manner that is within the highest standards of Coalition Supporting Young Adults' profession and known best practices. The Services shall be performed by Coalition Supporting Young Adults, and in no event shall Coalition Supporting Young Adults subcontract with any other person to aid in the completion of the Services without the prior written approval of the MOA Administrator, as defined below.

- B. Coalition Supporting Young Adults shall appoint one person who shall be responsible for reporting to JCPS on all Services performed under the terms of this MOA and who shall be available for consultation with the MOA Administrator.
- C. Coalition Supporting Young Adults shall be an independent contractor of JCPS for all purposes of this MOA. Nothing in this MOA is intended to create an employer-employee relationship, joint venture relationship, or partnership between JCPS and Coalition Supporting Young Adults or any personnel assigned to this project by Coalition Supporting Young Adults, and the Parties shall characterize their relationship as an independent contractor relationship for tax purposes and all other purposes. JCPS shall have the right to exercise control and direction as to the results only and not as to the methods by which Coalition Supporting Young Adults performs or otherwise provides the Services, it being recognized that Coalition Supporting Young Adults will be exercising Coalition Supporting Young Adults' independent judgment. Coalition Supporting Young Adults and any personnel assigned to this project by Coalition Supporting Young Adults shall have no claim under this MOA or otherwise against JCPS for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. JCPS shall not withhold on behalf of Coalition Supporting Young Adults, or in any way be

responsible for the payment of, any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of Coalition Supporting Young Adults, and all such withholdings, payments, or obligations shall be the sole responsibility of Coalition Supporting Young Adults. JCPS shall issue to Coalition Supporting Young Adults a Form 1099 statement for Coalition Supporting Young Adults' federal and state income tax reporting purposes. Coalition Supporting Young Adults warrants that Coalition Supporting Young Adults will not take a position that is inconsistent with such independent contractor status, including in any court proceeding. This Article V(C) shall survive the termination of this MOA.

D. Coalition Supporting Young Adults shall at all times during the Term (a) comply with all applicable federal ,state and local statutes, regulations, and ordinances, and (b) obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

E. Coalition Supporting Young Adults shall (a) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Coalition Supporting Young Adults and any personnel assigned to this project by Coalition Supporting Young Adults, in connection with the performance of this MOA, and (b) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses incurred by any supplier, Coalition Supporting Young Adults, or subcontractor furnishing work, services, or materials to Coalition Supporting Young Adults in connection with the performance of this MOA. This Article V(E) shall survive the termination of this MOA.

F. Coalition Supporting Young Adults shall require and verify that all employees/ contractors of Coalition Supporting Young Adults performing Services under this MOA are covered by professional liability insurance in amounts no less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate and shall provide certificates of insurance evidencing this coverage to the MOA Administrator.

During the Term, Coalition Supporting Young Adults shall not discriminate against any employee, applicant or subcontractors of Coalition Supporting Young Adults, or any employee or student of JCPS 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

ARTICLE VII Changes

JCPS and Coalition Supporting Young Adults may at any time, by mutual agreement set forth in a written addendum to this MOA, make changes in (a) the definition of the Services, (b) the scope of the Services, and (c) the time within which the Services are to be performed.

ARTICLE VIII Termination for Convenience of JCPS

JCPS may terminate this MOA in whole or in part at any time by giving written notice to Coalition Supporting Young Adults of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. Upon termination, the rights and obligations of the Parties shall be as set forth in Article X.

ARTICLE IX Termination for Default

JCPS may, by written notice of default to Coalition Supporting Young Adults, terminate the whole or any part of this MOA, upon (a) the commission by Coalition Supporting Young Adults or any personnel assigned to this project by Coalition Supporting Young Adults of any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or assisting or participating in or knowingly benefitting from any act by any employee of JCPS which is a violation of such provisions, (b) an occurrence of dishonest, fraudulent or illegal conduct or misappropriation of JCPS funds by Coalition Supporting Young Adults or any personnel assigned to this project by Coalition Supporting Young Adults, (c) the indictment or entry of a guilty plea or a plea of no contest to a felony offense by Coalition Supporting Young Adults or any personnel assigned to this project by Coalition Supporting Young Adults, or (d) a material breach of this MOA by Coalition Supporting Young Adults, provided that JCPS has first given written notice to Coalition Supporting Young Adults describing the breach with reasonable specificity and demanding that Coalition Supporting Young Adults take action to cure the breach, but Coalition Supporting Young Adults has failed to cure the breach within the period of 10 days after Coalition Supporting Young Adults' receipt of such notice. Upon termination, JCPS may secure the required services from another provider. If the cost to JCPS exceeds the cost of obtaining the Services under this MOA, Coalition Supporting Young Adults shall pay the additional cost. The rights and remedies of JCPS provided in this Article shall not be exclusive and are in addition to the rights and remedies of JCPS under Article X of this MOA or as provided by law.

ARTICLE X Obligations upon Termination

Upon the termination of this MOA under either Article VIII or Article IX, (a) each Party shall be required to carry out any provisions which contemplate performance by or impose obligations on such Party after the effective date of termination, including, without limitation, Articles V(C), V(E), XII, XIII, XV, XVI(D), XVI(F) and XVI(G), (b) termination shall not affect any liability or other obligation which has accrued prior to the effective date of termination, including, with limitation, any liability or loss or damage on account of a breach of this MOA, and (c) JCPS shall have no obligation to pay any compensation to Coalition Supporting Young Adults for periods after the effective date of termination, except the obligation to pay any compensation that accrued before the effective date of termination.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this MOA, or any addendum entered into under Article VII of this MOA, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Coalition Supporting Young Adults' Work Product

Unless waived in writing by the MOA Administrator, JCPS shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Coalition Supporting Young Adults under this MOA. Coalition Supporting Young Adults agrees that the Works are "works for hire" and Coalition Supporting Young Adults assigns all right, title and interest in the Works to JCPS. This Article XII shall survive the termination of this MOA.

ARTICLE XIII Proprietary Information

At all times during the Term and thereafter, Coalition Supporting Young Adults and all personnel assigned by Coalition Supporting Young Adults to this project will hold in strictest confidence and will not disclose, use, or publish any Proprietary Information, as defined below, of JCPS except as such disclosure, use or publication may be required in connection with Coalition Supporting Young Adults' performance of the Services, or unless JCPS expressly authorizes such disclosure, use or publication in writing. The term "Proprietary Information" shall mean all information, data and records relating to JCPS's business, business plans, trade secrets, financial statements, services, personnel information, student information, and any other proprietary information of JCPS which JCPS treats as confidential with respect to the general public. For purposes of this Article XIII, the term "Proprietary Information" shall not include information that Coalition Supporting Young Adults can show by competent proof (a) was known to Coalition Supporting Young Adults prior to disclosure by JCPS and not subject to a duty or obligation of confidentiality or nondisclosure on the part of Coalition Supporting Young Adults; (b) was generally known to the public at the time JCPS disclosed the information to Coalition Supporting Young Adults; (c) became generally known to the public after disclosure by JCPS through no act or omission of Coalition Supporting Young Adults; (d) was disclosed to Coalition Supporting Young Adults by a third party having a bona fide right both to possess the information and to disclose it to Coalition Supporting Young Adults; or (e) is otherwise public information under applicable law. Upon the termination of this MOA for whatever reason, Coalition Supporting Young Adults will deliver to JCPS, or if agreed by JCPS in writing will destroy, all data, records, reports, summaries, plans, notes, memoranda and documents, together with all copies thereof (whether in tangible or intangible form), and any other material containing or disclosing any Proprietary Information of JCPS. This Article XIII shall survive the termination of this MOA.

ARTICLE XIV MOA Administrator

- A. JCPS shall appoint a MOA Administrator for the purposes of daily administrative decision-making pertaining to this MOA. If Coalition Supporting Young Adults and the MOA Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this MOA, JCPS district personnel shall resolve the matter after notification by either the MOA Administrator or Coalition Supporting Young Adults staff in the manner prescribed by the Regulations.
- B. The MOA Administrator for JCPS shall be responsible for compliance by JCPS personnel with the following obligations of JCPS under this MOA:
 - 1. Identify students who are in need of Services and make referrals to Coalition Supporting Young Adults;
 - 2. Collaborate with Coalition Supporting Young Adults to schedule mutually convenient case management sessions;

ARTICLE XV Right to Audit

Coalition Supporting Young Adults shall retain all records relating to the performance of the Services for five (5) years after the end of the Term. During such period, JCPS shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Coalition Supporting Young Adults' place of business. This Article XV shall survive the termination of this MOA.

ARTICLE XVI Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this MOA shall be made in writing, to the address shown in the first paragraph of this MOA, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this MOA is held to be void, against public policy or illegal, the balance of this MOA shall continue to be valid and binding.
- D. This MOA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this

MOA shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

E. No delay or omission by either Party in exercising any right under this MOA shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this MOA.

F. Neither Party to this MOA shall assign the rights or delegate the duties or obligations of this MOA, or any portion hereof, without the prior written consent of the other Party and, to the extent required, any applicable payor.

G. If Coalition Supporting Young Adults has access to student records, Coalition Supporting Young Adults shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and (b) limit the access to those records by Coalition Supporting Young Adults' employees and other personnel assigned to this project to those persons for whom access is essential to perform this MOA. Without limitation of the preceding sentence, Coalition Supporting Young Adults agrees to:

- In all respects comply with the provisions of FERPA. For purposes of this MOA, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of this MOA, and not share any such data with any person or entity other than Coalition Supporting Young Adults and its employees, Coalition Supporting Young Adults and agents, without the approval of JCPS.
- Require all employees, Coalition Supporting Young Adults and agents of Coalition Supporting Young Adults to comply with all applicable provisions of FERPA with respect to any such data.
- 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 this MOA.
- Conduct the Services in a manner that does not permit the identification of an individual student by anyone other than employees, Coalition Supporting Young Adults or agents of Coalition Supporting Young Adults 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.
- Destroy or return to JCPS any such data obtained under this MOA within thirty days after the date when it is no longer needed by Coalition Supporting Young Adults for the purposes of this MOA.

H. If this Contract requires Coalition Supporting Young Adults and/or any employees of Coalition Supporting Young Adults access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

- I. If this MOA is procured by JCPS under KRS Chapter 45A, Coalition Supporting Young Adults shall at all times during the Term (a) be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Coalition Supporting Young Adults or subcontractor, and (b) reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.
- J. For any projects, involving research, program evaluation, monitoring activities, or new 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 Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational services. Thus, all research and program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed as of the date first written above.
Darryl Young Jr.
Executive Director
Coalition Supporting Young Adults
Date: 12/16/2(
Martin A. Pollio, Ed.D.
Superintendent
Jefferson County Public Schools

EXHIBIT A

DESCRIPTION OF SERVICES FOR COALITION SUPPORTING YOUNG ADULTS MOA WITH JCPS

MOA Administrator: Ashley Janicki, Manager, Skills U / Adult & Continuing Education

 Identifying Students: CSYA and JCPS will work together to identify students in need of support related to reengagement. The CSYA Education Reengagement Coordinator and CSYA Network Coordinator will promote the use of the Louisville Youth Network/Unite Us platform for the referral of young people in need of supports related to school re-engagement, in addition to the services CSYA will perform in paragraph 2 below.

Students who are referred may include:

- a. High school age students who have fallen behind in credits for their grade level, leaving them at risk of not graduating
- b. High school age students who have significantly disrupted attendance;
- c. High school age students who are requesting assistance with non-academic supports to succeed in school.

As referrals are made to the Louisville Youth Network/Unite Us platform, students or guardians grant their permission for their contact information to be transferred to CSYA via the platform.

CSYA Education Reengagement Coordinator may also request lists of JCPS students with identifying information including:

- a. High school age students who have fallen behind in credits for their grade level:
- b. High school age students who have significant disrupted attendance.
- 2. Services for Students: CSYA Education Reengagement Coordinator will work with JCPS MOA Administrator along with other staff and individual students to identify the urgent and ongoing issues impeding students' progress toward their education goals. The Education Reengagement Coordinator will connect students with CSYA member organizations to provide or assist with:
 - a. Essential life needs including:
 - i. Housing: emergency shelter, transitional housing or rental assistance
 - ii. Employment: internships related to their career interest, SummerWorks jobs, apprenticeships, job shadowing, etc.
 - iii. Transportation (TARC passes, Bicycles, Cars To Work program)
 - iv. Health care
 - v. Mental health supports
 - vi. Financial literacy and management

vii. Food assistance

- b. Academic and career related supports such as
 - i. tutoring, test taking and study skills
 - ii. Career exploration and planning
 - iii. Leadership and community engagement
- c. Ongoing support and follow-up through high school graduation and the transition to college or career including
 - i. Case management
 - ii. Peer supports
- 3. **Coordination**: The CSYA Education Reengagement and Network Coordinator will work with more than 60 partner organizations, local and state agencies, District staff, and employers to expand the number of the services available to high school age students have fallen behind in credits for their grade level or who have significantly disrupted attendance, individually and collectively. This collaboration between the district and local service providers is expressly designed to increase the number of young people who earn a high school credential.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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Jefferson County Board of Education Insurance/Real Estate Department 3332 Newburg Road Louisville, KY 40218					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE					
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