

**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 varied learning and enrichment opportunities and gain supplemental learning through optimal learning experiences (the "Project").

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. Facilitate relationships with students in local colleges and universities; particularly colleges of education to recruit up to 150 college students to work in Community Learning Hubs. Evolve502 shall enter into an agreement with each participating college and university to secure their services and outline the terms of agreement.
- b. Partner with reputable community organizations ("Partner Organizations") to provide locations and staffing for students to receive support with school work.
- c. Ensure Partner Organizations have the necessary internet capacity for the students they serve.
- d. Ensure that all Partner Organizations will take student attendance and comply with JCPS Attendance regulations.
- e. During the Backpack League, all Partner Organizations will operate in accordance with the JCPS schedule, and partner sites will communicate directly with the Director of Summer Programs and Assistant Superintendent of Teaching and Learning prior to a schedule deviation or closure.

- f. Ensure Partner Organizations participating in the Backpack League will follow JCPS approved curriculum or programming that is utilized during the program, specifically thinkLaw.
- g. 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.
- h. Provide payments to participating Community Learning Hubs on a per-student basis to supplement the community organizations' ability to provide after school and/or weekend summer learning opportunities to youth in communities for this Project. All Partner Organizations will only be compensated for JCPS students and Partner Organization must use the JCPS registration application. Evolve502 shall enter into an agreement with each participating Community Learning Hub organization outlining the terms of the agreement.
- i. Collaborate with community and arts and cultural organizations to provide supplemental enrichment sites to help support the Project. Evolve502 shall enter into an agreement with each participating organization to secure services and outline the terms of an agreement.
- j. Maintain accurate records of all expenditures associated with this Project.
- k. Provide detailed expense reports to the Board including, but not limited to the description of services, number of students served in the Community Learning Hubs via this Project, number of college students hired through partnering colleges and universities, and the number of community arts and cultural organizations. Reports shall also include any work provided by approved volunteer organizations. Reports required by this section shall be tendered to the Board on or before September 30, 2024.
- l. Shall appoint one person who shall be responsible for reporting to the Board on all services performed under the terms of this Agreement and who shall be available for consultation with the Contract Administrator.
- m. Ensure all subcontractors and partner organizations follow the JCPS Covid-19 related health and safety protocols.
- n. **As needed**, hire additional consultants and contracting services to help implement and manage the various components of this Project in order to meet all the administrative and reporting requirements of the Board, the Kentucky Department of Education and any federal agency.
- o. Hold harmless, indemnify, and defend the Board and its 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 the contractor himself, in connection with the performance of this Agreement. Evolve502 also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor

furnishing work, services, or materials to Evolve502 in connection with the performance of this Agreement. This provision survives termination of this Agreement.

- p. Unless waived in writing by the Contract Administrator, Evolve502 shall ensure through any sub-agreements with subcontractors that during the term of this Agreement, all participating organizations and venues acting as subcontractors shall maintain policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Evolve502 shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Evolve502 shall ensure via sub-agreements with subcontractors that subcontractors maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000, if applicable to the services provided by the subcontractor. Evolve502 shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.
- q. If performance of this Agreement involves the transfer by JCPS to Evolve502 or subcontractors 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"), Evolve502 agrees to and shall require subcontractors to agree 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 purpose of this Agreement, and not share any such data with any person or entity other than Evolve502 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 the Agreement.
  - iii. Require all employees, contractors, volunteers, and agents of Evolve502 to comply with all applicable provisions of FERPA with respect to any such data. Evolve502 shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this Agreement.
  - 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. Evolve502 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 this Agreement.
  - v. Collect, store, and maintain data in manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of Evolve502 necessary for the fulfillment of the 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. 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 Evolve502 for the purposes of this Agreement. Evolve502 will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
  
- r. Because this Agreement requires Evolve502 and/or any employees, volunteers or staff of Evolve502 or subcontractors to access community educational Project facilities 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 Agreement and resulting subcontracts 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 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.
  
- s. Prohibit contractors, employees, interns and volunteers under this Agreement and any subcontractors performing services under this Agreement 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:
  - i. Any conviction for sex-related offenses;
  
  - ii. Any conviction for offenses against minors;
  
  - iii. Any conviction for felony offenses as provided in number vi. below;
  
  - 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; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

- vii. Contractors, employees, interns and volunteers under this Agreement shall immediately notify the Project site administrator or the JCPS 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 Project facility for any purpose under this Agreement.
- t. Evolve502 staff will share the list of tutored students with the JCPS Research team and record program participation for each student.

## **2. JCPS agrees to:**

- a. Assist with communication efforts to JCPS families.
- b. Share curricular and instructional materials and resources for the students and staff.
- c. Continue to collaborate with the Evolve502 staff as training materials are designed and delivered.
- d. Provide transportation to students participating the Summer Backpack League within a defined radius.
- e. Provide breakfast and lunch service to students participating in the Summer Backpack League.
- f. Create the registration portal/application for families and manage registration for the Summer Backpack League.
- g. Collaborate with Kentuckiana Works for the SummerWorks program to train and assign the high school students as Leadership Counselors during the Summer Backpack League
- h. Provide JCPS staff including certified teachers, substitute teachers (to fill a long-term vacancy) and a district administrator for support.
- i. JCPS Research staff will provide an aggregate report of student academic outcomes and demographic information to Evolve502.

## **3. Payment**

JCPS will provide funding not to exceed \$3,750,000. Initial payment of \$300,000 to provide start-up funding will be reconciled within the final billing. Payments thereafter will be based on submitted invoices for student attendance where applicable. A maximum management fee of 3.5% may be included with each submitted invoice. The final invoice will be reconciled against all previous payments provided and allowable costs incurred during the term of this Agreement.

## **4. Period of Performance**

This Agreement shall be in effect for the period beginning June 01, 2023, through May 31, 2024.

## **5. 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.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. Proselytizing**

Evolve502 will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with Evolve502 in the services provided 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.

## **11. Entire Agreement**

This Agreement contains the entire agreement between JCPS and Evolve502 related to providing students with access to learning and enrichment opportunities during the 2023 Summer Backpack League and during the 2023-2024 school year (after school). This Agreement supersedes any and all prior agreements.

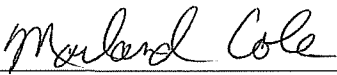
IN TESTIMONY, THEREFORE, the parties have caused this Agreement to be executed in their respective names, on the day and year signed below, with the effective date as shown in Paragraph 4 of this Agreement.

**JEFFERSON COUNTY BOARD OF EDUCATION:**

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

\_\_\_\_\_  
Date

**EVOLVE502 Inc.**

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

3/27/23  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2023

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).

<b>PRODUCER</b> Nelson Insurance Agency, Inc. 2000 Envoy Circle Louisville, KY 40299 Lisa A. Bentley	502-736-7000		<b>CONTACT NAME:</b> Bobbie Fryrear <b>PHONE (A/C, No, Ext):</b> 502-736-7000 <b>FAX (A/C, No):</b> 502-736-7001 <b>E-MAIL ADDRESS:</b> bobbie@nelsoninsurancegroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Evolve 502 Inc Evolve 502 Scholars Foundation 334 E Broadway Louisville, KY 40202	<b>INSURER A:</b> Selective Insurance Co.		39926	
	<b>INSURER B:</b> Employers Insurance Group		31283	
	<b>INSURER C:</b> Lloyds of London			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			
<b>INSURER F:</b>				

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S 2404941	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2404941	10/08/2022	10/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG451463200	11/20/2021	11/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			W3E98190301	10/01/2022	10/01/2023	Cyber Lia \$ 1,000,000
C	D&O/EPLI			MY1013550	10/08/2022	10/08/2023	DO/EPLI \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Board of Education of Jefferson County is included an additional insured on the general liability when required by written executed contract or agreement.

<b>CERTIFICATE HOLDER</b>  BOARD-3  Board of Education of Jefferson County Insurance/Real Estate Dept. 3332 Newburg Road Louisville, KY 40218	<b>CANCELLATION</b>  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 <i>Lisa A. Bentley</i>
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