

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
PROJECT ONE INC**

This Memorandum of Agreement (hereinafter "MOA") is entered into 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 PROJECT ONE. (hereinafter "PROJECT ONE"), a corporation with its principal place of business at 2600 West Broadway, Suite 301, Louisville, KY 40212.

WHEREAS, Project One, is a school-based, community-based, not-for-profit, educational organization that exist to serve, educate, train and prepare disadvantaged youth and adults for healthy and successful transitions into post-secondary education, meaningful employment opportunities and career ladder placements by developing training program and institutes, summer programs, year-round activities and lifelong learning solutions to bring about economic empowerment and self-sufficiency;

WHEREAS, Project One, desires to locate its operations, programs and activities at the JCPS Satellite Office at The Academy @ Shawnee (hereinafter "Shawnee");

WHEREAS, the Parties enter into this Agreement to outline in writing their mutual understanding of their partnership to provide improved educational resources and services for youth and young adults, ages 13-21, and their families in western and southwestern and surrounding neighborhoods in Louisville Metro and Jefferson County, Kentucky.

WHEREAS, the Parties desire to enter into the herein described Agreement for shared office space and collaborative services focusing on the coordination of services that build upon ongoing support for this partnership at Shawnee (The "Project"). Through this collaborative approach, the Parties will develop solutions and implement activities to improve student achievement and increase learning opportunities for families of Project One participants.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this MOA, JCPS and PROJECT ONE INC. agree that they will collaborate on the Project described below.

I. PROJECT ONE INC. agrees to:

- a) Recruit volunteer certified educators, businesspersons, and community leaders to implement employability skills training and assist in improving students' academic skills.
- b) Provide all supplies, staff and volunteers needed to implement Project One programs and activities at Shawnee.
- c) From April 2023 to May 2023, accept applications from economically disadvantaged middle and high school youth, or post- secondary young adults up to 21 years old for Project One programs.
- d) During May 2023 and June 2023, screen and register youth and their parents for the program.
- e) Conduct two (2) orientation sessions to ensure that parents and students who complete all application requirements, understand all requirements and ensure students are prepared to enter one (1) of two (2) sessions of employability skills training offered during May 2023 and June 2023.
- f) Engage selected students in two (2) employability skills training sessions to identify jobs, discuss requirements to obtain and retain a job, and identify potential employment sites based upon student interest and skills.
- g) Administer employment assessments to middle and high school youth and young adults that will measure their knowledge of employment requirements.
- h) Assist selected youth and young adults in learning about and completing a resume.
- i) Conduct exit interviews with youth and young adults who complete all employability skills training requirements to discuss the youths' and young adults' interest, skills and possible job-shadowing or work experience placements.
- j) Depending on donated funding to Project One, place 100 middle and high school students, and young adults in job-shadowing/ work experiences. Participants will receive a stipend of \$100 per week for each week they complete a job shadowing or work experience. This will be paid through funds donated to Project One.
- k) Placing students at paid work experiences at local business.
- l) During the school year and out-of-school summertime, help youth to study and

enhance their educational knowledge and skills at the Project One office at Shawnee.

- m) Engage youth and their parents/guardians, program supporters, and parties in activities that help build the youths' positive self-esteem.
- n) 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.
- o) Prohibit contractors, employees, interns, and volunteers under this MOA from performing services under this MOA and from remaining upon the premises of a JCPS facility for any purpose under this MOA if the contractor, employee, intern or volunteer has been convicted of the following:
 - 1. Any conviction for sex-related offenses;
 - 2. Any conviction for offenses against minors;
 - 3. Any conviction for felony offenses except as provided in number 6 below;
 - 4. Any conviction for deadly weapon-related offenses;
 - 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 - 6. 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.
 - 7. 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.
- p) PROJECT ONE will ensure that the volunteers/contractors/employees shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs PROJECT ONE. Additionally, PROJECT ONE shall follow all JCPS policies and procedures for any clients or visitors coming to the shared office space.

- q) 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.
- r) If the performance of this Agreement involves the transfer by JCPS to PROJECT ONE 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”), PROJECT ONE INC. agrees to:
1. 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.
 2. Use any such data for no purpose other than to fulfill the purposes of the Agreement, and not share any such data with any person or entity other than Project One and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, and volunteers, or agents who are necessary for the fulfillment of this Agreement.
 3. Require all employees, contractors, volunteers, and agents of Project One to comply with all applicable provisions of FERPA with respect to any such data. Project One shall require and maintain confidentiality agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.

4. 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. Project One 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 section II of the provision.
5. 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 Project One 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.
6. 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 Project One for the purposes of the Agreement. Project One will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
 - s) JCPS retains the right to audit PROJECT ONE's compliance with the confidentiality requirements of this provision.
 - t) 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 Personally Identifiable Information (PII) for the purpose 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 by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
 - u) PROJECT ONE acknowledges that any violation of this MOA 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 MOA pursuant to Article V of this

Agreement.

- v) PROJECT ONE will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.

PROJECT ONE acknowledges that their current business insurance, which maintains an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000, is current as of July 23, 2022 and is active through July 23, 2023; and that PROJECT ONE agrees to show proof of insurance renewal/ extension prior to July 23, 2023 to remain in good standing with JCPS Board. Should PROJECT ONE not provide renewal / extension prior to July 23, 2023 this MOA will be dissolved immediately and services rendered must cease, and PROJECT ONE can no longer occupy any space with JCPS Satellite Office(s).

- w) PROJECT ONE understands and agrees that the activities under this MOU may not interfere with the instructional program of JCPS.
- x) To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to PROJECT ONE during any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not available to PROJECT ONE.
- y) Obtain any necessary written permission s from parents and guardians of JCPS students to approve their receiving services under this Agreement

II. Jefferson County Public Schools agrees to:

- a. Provide appropriate facilities at Shawnee for Project One employees/volunteers/ contractors to use for the purposes described in this agreement. Such facilities shall be mutually agreed upon by JCPS administrative personnel and Project One administrative personnel. Such facilities shall be available Monday through Friday during the academic year and summer, with limited weekend availability upon advanced approval by JCPS. However such use may not interfere with the instructional program of JCPS.

- b. JCPS will help obtain any necessary written permissions from parents and guardians of JCPS students to approve their receiving services under this agreement.
- c. Assist Project One employees/volunteers/contractors with the interpretation of applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
- d. Will promote awareness of Project One's employability skills training and academic support programs, and other partnerships.
- e. Help recruit middle and high school students and young adults, ages 13-21, who live in inner city Louisville Metro southwest Jefferson County, to Project One and other partnership programs at Shawnee.
- f. Will participate in activities to share information about other program collaborators and partnership initiatives, developmental program approaches program successes and concerns, and celebrity events.

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) Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this MOA pursuant to Article V of this Agreement.
- c) The content of Project One programs will not be based upon any religious policies or procedures. Religious proselytizing and praying during any part of programs are strictly prohibited. In addition, no curricular resources, materials or activities of Project One will incorporate religious symbols, literature, language, or references of any type. Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate the Agreement pursuant to Article V of this Agreement.

IV. Period of Performance:

This MOA shall be in effect for the period beginning April 26, 2023 and ending December 31, 2023. Either party may terminate this MOA by giving the PROJECT ONE 30 days' written notice. The Jefferson County Board of Education may terminate this MOA 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. This MOA may be terminated immediately by JCPS upon ten (10) business days' written notice to PROJECT ONE INC. for its failure to cure a material breach of this MOA.

V. Modification:

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

VI. Equal Opportunity:

During the performance of this MOA, PROJECT ONE 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.

VII. Independent Parties:

In the performance of the duties and obligations imposed on each party by this MOA, it is mutually understood and agreed that PROJECT ONE 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 PROJECT ONE.

VIII. Captions:

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

IX. Entire Agreement:

This MOA contains the entire agreement between JCPS and PROJECT ONE and supersedes any and all prior agreement executed contemporaneously with the execution of the MOA and incorporated herein by reference shall remain in full force and effect.

X. Indemnification:

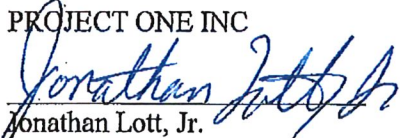
Project One shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of Project One, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this agreement


IN TESTIMONY THEREFORE, the parties have caused this MOA to be executed in their respective name, on the day and year signed below, with the effective date as of April 26, 2023

JEFFERSON COUNTY PUBLIC SCHOOLS:

Marty Pollio, Ed.D.
Superintendent

Date

PROJECT ONE INC

Jonathan Lott, Jr.
Chair of The Board of trustees


Date

