



**Memorandum of Agreement
Between
Jefferson County Board of Education
And
TECH-Nique, Inc.**

This Memorandum of Agreement (hereinafter "Agreement") 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 TECH-Nique, Inc., (hereinafter "TECH-Nique, Inc.") a nonprofit organization with its principal place of business at 2030 Poloview Place, Louisville, Kentucky 40245.

WHEREAS Contractor shall design and facilitate the 3rd Annual All That TECH Conference to train participants on information technology and computer science as related to the technology sector.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, JCPS and TECH-Nique, Inc. agree that they will collaborate on the All That TECH Conference as described below.

I. TECH-Nique, Inc. AGREES to:

- a. Plan, implement, and facilitate a four-day tech conference for middle school students during the month of July 2023.
- b. Hire high school juniors/seniors to serve as facilitators during the conference
- c. Facilitate speakers to speak to attendees regarding women in technology.
- d. Follow all JCPS health and safety guidelines when staff, students, or volunteers enter JCPS buildings
- e. Not use the name or logo of JCPS, All That TECH Conference, or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS Chief of Communications
- f. 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. The volunteer has undergone all required records check.
- g. TECH-Nique, Inc. will ensure that the volunteers/contractors/employees under the supervision of 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 TECH-Nique, Inc.
- h. If the performance of this Agreement involves the transfer by JCPS to TECH-Nique, Inc. of any data regarding any student that is subject to the Family Education Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), TECH-Nique, Inc. agrees 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 purposes of this Agreement, and not share any such data with any person or entity other than TECH-Nique, Inc. and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - iii. Require all employees, contractors, volunteers, and agents of TECH-Nique, Inc. to comply with all applicable provisions of FERPA with respect to any such data. TECH-Nique, Inc. 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. TECH-Nique, Inc. 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 a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of TECH-Nique, Inc. necessary for the fulfillment of this Agreement and having a legitimate interest related to the purpose 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 TECH-Nique, Inc. no longer needs it for the purposes of this Agreement. TECH-Nique, Inc. will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- i. JCPS retains the right to audit TECH-Nique, Inc.'s compliance with the confidentiality requirements of this provision.
- j. 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 education or operational procedures. Thus, all research, 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.

- k. TECH-Nique, Inc. acknowledges that any violation of this Agreement 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 Agreement pursuant to Article V of this Agreement.
- l. TECH-Nique, Inc. acknowledges that any violation of this Agreement 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 Agreement pursuant to Article V of this Agreement.
- m. TECH-Nique, Inc. 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.
- n. TECH-Nique, Inc. understands and agrees that the All That TECH Conference may not interfere with the instructional programs of JCPS.
- o. To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to TECH-Nique, Inc. during any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to TECH-Nique, Inc., staff, students, volunteers, or contractors.

II. JCPS agrees to:

- a. Help with the recruitment of participants for the All That TECH Conference
- b. Help with recruitment of JCPS high school juniors/seniors to serve as facilitators/assistants for All That TECH Conference
- c. Promote All That TECH Conference on JCPS's social media channels and parent communications as agreed upon with the Office of Transition Readiness
- d. Provide payment in the amount of \$61,985.00 to TECH-Nique, Inc. to be paid in one lump sum within 45 days of invoice receipt.

III. General Conditions

- a. ALL 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 Agreement pursuant to Article V of this Agreement.

IV. Period of Performance and Termination

This Agreement shall be in effect for the period beginning June 28, 2023 and June 27, 2024. Any party may terminate this Agreement with or without cause by giving the others 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 to be in the best interest of the school. This Agreement may be terminated immediately by JCPS upon ten (10) business days' written notice to TECH-Nique, Inc. for its failure to cure a material breach of this Agreement.

V. Modification

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

VI. Equal Opportunity

During the performance of this Agreement, TECH-Nique, Inc. and Bluegrass Community Foundation 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 Agreement, it is mutually understood and agreed that they are at all times acting as an Independent contractor with respect to JCPS, and no party shall be construed to be an agent or representative of the other party.

VIII. 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.

IX. Entire Agreement

This Agreement contains the entire Agreement between JCPS and TECH-Nique, Inc. regarding All That TECH Conference and supersedes any and all prior Agreements.

IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of Wednesday June 28, 2023.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

TECH-Nique, Inc.

DocuSigned by:

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Alisia McClain
Founder, TECH-Nique, Inc.

6/13/2023

Date

