

OK AS TO FORM
AMH 04-15-2024

**AMENDMENT TO THE AGREEMENT BETWEEN UNITED PARCEL SERVICE,
INC. AND JEFFERSON COUNTY BOARD OF EDUCATION D/B/A/ JEFFERSON
COUNTY PUBLIC SCHOOLS**

THIS AMENDMENT TO THE AGREEMENT BETWEEN UNITED PARCEL SERVICE, INC. AND JEFFERSON COUNTY BOARD OF EDUCATION D/B/A/ JEFFERSON COUNTY PUBLIC SCHOOLS (hereinafter "Amendment") is entered by and between the 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, and United Parcel Service, Inc. ("UPS") (hereinafter "Contractor").

WHEREAS, The Parties have entered into an Agreement to support the UPS School-to-Work Program between JCPS and Contractor effective June 27, 2023, (the "Contract"); and

WHEREAS, JCPS has increased the pay rate of JCPS staff, requiring a commensurate increase in the compensation due under the Agreement;

THEREFORE, the Parties wish to amend the Agreement to alter the Compensation.

This Amendment hereby amends Section III Compensation to increase the compensation amount by 5% received by all JCPS employees and 2.9% for the annual teacher step increase from 16 to 17 years of service. The monthly payments shall be \$3,911, for a total of \$46,934. All other provisions of Section III remain unchanged.

All other provisions of the Agreement shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one of more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.

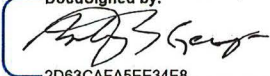
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of July 1, 2023.

Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date:

United Parcel Service, Inc.:

DocuSigned by:

By: _____
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Tony Georges
Vice President Human Resources

1/9/2024 | 12:04 PM PST

Date:



**Airline Security
Authorized Representative Written Instructions
Revision Date: 5/9/2023**

Security Indemnification Addendum

(Attachment 3)

This **Security Indemnification Addendum** (referred to as "Addendum") is entered into as of _____, 2024 by and between United Parcel Service Co. (referred to as "UPS Airlines") and Jefferson County Public Schools (referred to as Authorized Representative").

Whereas, UPS Airlines and Authorized Representative have heretofore entered into a contract dated _____, 20__ (referred to as "Agreement" and the defined terms therein being used with the same meaning).

Whereas, UPS Airlines and Authorized Representative agree to modify and amend the Agreement as follows:

Notwithstanding anything to the contrary in the Agreement, UPS Airlines and Authorized Representative (referred to individually as a "Party" or together as the "Parties") agree that to perform Authorized Representative's obligations under the Agreement, Authorized Representative's officers, directors, and employees may require unescorted access to secure areas of local airport property, such property being governed by the Transportation Security Administration (referred to as "TSA"), local airport authority, and UPS Airlines security regulations, rules and procedures.

To the extent of Authorized Representative's negligence or willful misconduct, and to the extent permitted under the laws of the Commonwealth of Kentucky, Authorized Representative agrees to indemnify and hold UPS Airlines harmless for all fines, fees, civil penalties, or other charges, and for any losses, claims and liabilities whatsoever, in each case including but not limited to attorney fees, arising from:

1. UPS Airlines conducting criminal history record checks, as required by the TSA or local airport authority, for Authorized Representative employees to gain unescorted access to secure areas of local airport property;
2. Authorized Representative's officers, directors, or employees violating TSA, local airport authority, or UPS Airlines security regulations, rules, or procedures; or
3. Claims by third parties arising from the conduct of Authorized Representative's officers, directors, or employees while in secure areas of local airport property.

In all other aspects, the terms and conditions of the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties hereto have caused this **Addendum** to be duly executed by their respective authorized officers as of the day and year first above written.

UNITED PARCEL SERVICE CO.

AUTHORIZED REPRESENTATIVE

(Authorized Official)

(Authorized Official)

_____/_____/_____
(Date)

_____/_____/_____
(Date)

WARNING - This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520



JEFFERSON COUNTY BOARD OF EDUCATION

Agenda for June 27, 2023, Regular Business Meeting

Agenda Item: **XI.R.16. Recommendation for Approval of Memorandum of Agreement with UPS to Provide School to Work Program**

Recommendation: Superintendent Martin Pollio recommends the Board of Education approve the attached Memorandum of Agreement with UPS and authorize the superintendent to sign same

Rationale: JCPS/CTE is partnering with UPS to provide support to the UPS School to Work Program, which employs JCPS high school seniors who will gain work experience and earn college credits by working afternoon shifts as UPS package handlers and taking a college course twice a week in the UPS Training and Education Center located on UPS property.

Submitted by: Robert Moore

Attachment



**Agreement
between
United Parcel Service, Inc. (UPS)
and
Jefferson County Board of Education
dba
Jefferson County Public Schools (JCPS)**

This Agreement is made this 1st day of July, 2023, by and between JCPS, and UPS in order to support the UPS School-to-Work Program which employs JCPS high school seniors to gain work experience and earn college credits by working afternoon shifts as UPS package handlers and taking a college course twice a week in the UPS Training and Education Center located on UPS property.

WHEREAS, JCPS students participate in a School-to-Work Program in order to gain experience in the workplace;

WHEREAS, UPS is an employer that hires students enrolled in the JCPS School-to-Work Program;

WHEREAS, UPS desires that JCPS, as a non-exclusive, independent contractor, provide Service as set forth in this Agreement and JCPS is willing to do so on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth, UPS and JCPS agree as follows:

SECTION 1— SERVICES PROVIDED BY JCPS

1. Employ the Teacher of Record who will oversee for all students employed by UPS through the JCPS School-to-Work Program.
2. The JCPS Teacher of Record will be the district's primary contact between schools and UPS.
3. The JCPS Teacher of Record will monitor student attendance, visit students on job site, provide student advising, and record grades.
4. The JCPS Teacher of Record will provide support and consistency for schools.
5. The JCPS Teacher of Record will provide recruiting assistance by:
 - a) Working with the UPS Director and all JCPS schools in recruiting students for the UPS School-to-Work Program including by:
 - Facilitating workshops/conducting orientations with JCPS students
 - Working closely with senior counselors or administrators
 - Providing information to students and parents or guardians
 - Assisting the UPS Employment Center with new JCPS Hires – this includes using Infinite Campus to verify student grade point

- average, attendance and assessment scores to determine student eligibility
- b) Communicating with counselors and administrators regarding recruiting and scheduling students, emphasizing the valuable connection between UPS and JCPS career pathway.
 - c) Coordinating the application process; communicating program guidelines to students and parents or guardians and collecting and documenting paperwork necessary to enroll students in the UPS School-to-Work Program.
6. The JCPS Teacher of Record will be responsible for student documentation, reports, and data including the following:
- a) Report weekly attendance
 - b) Report placement data for accountability purposes
 - c) Complete, file and collect Value-Added Commitment Forms (student, parent/guardian, employer and District).
 - d) Complete and file all School-to-Work Student and Parent or Guardian forms:
 - Parent Consent Forms
 - Students/Program Contract
 - Rules & Regulations
 - UPS Repayment Release Form
 - Medical Release Form
 - Transportation/Driving Guidelines
7. The JCPS Teacher of Record will work closely with counselors and/or administrators to resolve any of the following:
- Scheduling, attendance and grade issues as they relate to students.
 - Student conflicts at UPS and/or individual schools.
 - Materials needed for student files.
 - Contact parents or guardians regarding student's college course progress while in program if needed
8. The JCPS Teacher of Record will facilitate the course enrichment programs such as but not limited to:
- eSchool
 - College Prep
 - Financial Literacy
9. The JCPS Teacher of Record will act as a School-To-Work/JCPS liaison with JCTC to provide assistance in the following:
- College orientation
 - Course registration and scheduling
 - Coordinate testing and collection of assessment scores for course placement and send to individual schools
 - Report student grades and progress to high schools and parents
 - Work with JCTC on courses testing and advising

SECTION II – TERM AND TERMINATION

1. JCPS shall complete all Services within July 1, 2023 — June 30, 2024. In the event delays are experienced beyond the control of JCPS, these dates may be revised as mutually agreed upon by the UPS and JCPS.
2. Either party may terminate this Agreement for convenience and without penalty upon providing a thirty (30) day advance written notice to the other party.
3. Either party may terminate this Agreement immediately in the event appropriations do not provide adequate funds for the continuance of the program.

SECTION III – COMPENSATION

The method of payment for this agreement is monthly payments of \$3,620 for a total of \$43,441 which represent 50% of the annual salary plus fringe benefits based on the estimated FY22 current teacher of record compensation cost. In addition to the amount above, UPS will pay 100% of the cost of the extended days each billing period worked by the teacher of record in support of the UPS School-to-Work program, as needed and agreed upon between UPS and JCPS (See Exhibit A, included by reference in this agreement). The amounts included in this MOA are estimated but is expected to be no more than the amount listed herein and will be adjusted after teacher compensation rates are approved by the Jefferson County Board of Education.

SECTION IV – INDEMNIFICATION

1. To the extent permitted by law, JCPS agrees to defend, hold harmless and indemnify UPS, its parent and affiliated companies from and against all claims, damages, losses, costs and expenses (including reasonable attorney's fees) ("UPS Claims"), which are or may be suffered or incurred to the extent such UPS Claims are directly caused by a breach of this Agreement or the negligence or willful misconduct of JCPS or JCPS's agents. In no event shall JCPS be liable under this paragraph for special, indirect, incidental or consequential damages such as (but not limited to) loss of expected revenue or profit.
2. UPS agrees to defend, hold harmless and indemnify JCPS from and against all claims, damages, losses, costs and expenses (including reasonable attorney's fees) ("JCPS Claims"), which are or may be suffered or incurred to the extent such JCPS Claims are directly caused by a breach of this Agreement or the negligence or willful misconduct of UPS or UPS's agents. In no event shall UPS be liable under this paragraph for special, indirect, incidental or consequential damages such as (but not limited to) loss of expected revenue or profit.

SECTION V – INSURANCE

1. Prior to the commencement of this Agreement, both parties shall acquire and maintain throughout the term of this Agreement insurance in amounts appropriate

for the Services contemplated by this Agreement.

SECTION VI – MISCELLANEOUS

1. Assignment – This Agreement shall not be assigned by either party without the prior written consent of the other party.
2. Changes – The provisions and conditions of this Agreement may only be modified by written amendments. Such amendments shall be executed by duly authorized representatives of both parties and shall set forth in detail the particular section(s) involved, and the changes to be made therein or in the other provisions and conditions of the Agreement and the effect, if any, on the financial provisions and prices contained in the Agreement.
3. Waivers – No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the party waiving its rights.
4. Governing Law – This Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Kentucky without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction.
5. Severability – The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision hereof.
6. Nondiscrimination – Shall not discriminate 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.
7. FERPA – If the performance of this Agreement involves the transfer by JCPS to UPS of any data regarding student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, (“FERPA”), the Parties respective responsibilities are as follows:

UPS 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 UPS and its employees, contractors, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, or agents who are necessary for the fulfillment of this Agreement.
- iii. UPS shall be fully responsible for ensuring all employees, contractors, and agents of UPS comply with all applicable provisions of FERPA with respect to any such data.
- 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. UPS shall notify JCPS within (24) hours of obtaining actual knowledge of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
- 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 UPS 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.
- vi. Upon the written request of JCPS, UPS shall 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 UPS for the purposes of this Agreement. UPS will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.

JCPS 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. Obtain written permission from either the parent or the eligible student prior to transmitting any student data to UPS.
- iii. Only transmit such student data using industry best practices for data security and privacy.

8. Entire Agreement – This Agreement constitutes the entire Agreement between parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

9. Counterparts and Signatures – This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and which, taken together, shall constitute one and the same instrument. Electronic (.pdf) or facsimile signatures are acceptable to both parties and shall be

deemed to be originals and binding upon both parties.

10. Sensitive Security Information – JCPS employees that provide Services under the terms of this Agreement shall agree to have a UPS escort when obtaining access to airport property.

11. Notices – Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent to the following address as designated by the parties:

If to JCPS:
Jefferson County Public Schools
Attention: Martin A. Pollio, Ed.D.
3332 Newburg Road
Louisville, Kentucky 40218

If to UPS:
United Parcel Service, Inc.
Attention: Legal Department
1400 N. Hurstbourne Parkway
Louisville, Kentucky, 40223

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by their respective officers there under duly authorized, on the day and year first above written.

Jefferson County Public Schools

United Parcel Service, Inc.

By: 

By: 

Title: Superintendent

Title: Vice President, Human Resources

Date: 6/27/23

Date: 6/9/2023 | 4:59 AM PDT

Exhibit A

School Year: July 1, 2023- June 30, 2024
 Office of Transition Readiness
 Extended Day Information
 for UPS School-to-Work Teacher of Record

Description of Extended Days

Extended Days represent the extra calendar work dates added to the teacher’s regular schedule that are over and above the contracted 187 days paid to the teacher through the teacher’s annual salary. All extended days requested are to support the needs of the UPS School-to Work Program. The actual number of extended days may vary based on UPS approval, school schedule changes and program need.

Process for Approval of Extended Days

The UPS designated supervisor for the School-To-Work teacher must approve extended days before they are worked. Once actual extended days are worked, the School-to-Work teacher will submit weekly a Personnel Activity Report (PAR form) signed by the designated UPS Supervisor to the JCPS Office of Transition Readiness for payroll processing. By signing the PAR form, UPS is authorizing JCPS Grants & Awards Office to include the salary and fringe amounts for the approved extended days on the regularly scheduled monthly billing cycle to be reimbursement by UPS.

Explanation of the Cost Calculation for Extended Days

The actual cost of extended time will depend on the number of extended days authorized by UPS. Cost components included: the number of days authorized by UPS, the teacher’s current daily rate of pay and the cost of fringe benefits. The contract year typically requires between 20-25 extended days to meet the needs of the UPS School-To-Work program. The following chart provides an example of the estimated cost calculation for the annual extended days for the teacher of record (actual costs will be based on the approved pay scale):

EXAMPLE OF EXTENDED DAY ESTIMATED COST CALCULATION								
# Days Authorized by UPS	x	Estimated Teacher Daily Rate of Pay	=	Estimated Salary for Extended Days	+	Estimated Cost of Fringes \$	=	Estimated Annual Cost of Extended Days
25	x	\$ 468.93	=	\$11,723.25	+	\$704	=	\$ 12,427.25