

**Memorandum of Understanding  
Jefferson County Public School & ELEVATE LOUISVILLE**

**Strategic Imperative(s):** School Support

**Focus Area(s):** Student success, Mentoring, Character education, and Leadership development

This Memorandum of Understanding (hereafter "MOU") is entered into this 28 day of June between the Jefferson County Public School District with principle offices located at 3332 Newburg Rd Louisville, KY 40220 (hereinafter called the "District") and ELEVATE LOUISVILLE 734 W. Main Street, Suite 106-B4, Louisville, KY 40202. (hereafter "ELEVATE LOUISVILLE"), a nonprofit corporation authorized to conduct business in the State of Kentucky on file with the Kentucky Secretary of State, with principle offices located at 734 W. Main Street, Suite 106-B4, Louisville, KY 40202

Under this MOU, ELEVATE Louisville will provide the following support and resources to The Academy @ Shawnee High School:

1. ELEVATE LOUISVILLE will support The Academy @ Shawnee High School students through four program areas: 1) Accredited classes, 2) Mentoring, 3) Adventure, and 4) College and career. As ELEVATE Louisville continues to gather financial support, additional program areas will be offered when they are available.
2. ELEVATE LOUISVILLE curriculum focuses on leadership development, character education, life skills, and service learning.
3. ELEVATE LOUISVILLE high school students will be positive role models for elementary school students at a feeder elementary school.
4. ELEVATE LOUISVILLE will provide mentoring services for The Academy @ Shawnee High School students enrolled in the class.
5. ELEVATE LOUISVILLE provides these services at no cost to the District. The only resource requested from the District is classroom space at The Academy @ Shawnee H.S.

**WHEREAS**, the District, located in Jefferson County, Kentucky, has the statutory authority to contract with persons, firms, consultants, and entities for the provision of services relating to Jefferson County Public Schools; and

**WHEREAS**, the District and ELEVATE LOUISVILLE have determined that to support the educational goals of the District a need exists to enter into a MOU for the provision of services by ELEVATE LOUISVILLE; and

**WHEREAS**, ELEVATE LOUISVILLE is qualified to provide the services the District desires, and ELEVATE LOUISVILLE has agreed to provide such services free of charge and without any compensation; and

**NOW, THEREFORE**, in consideration of the covenants, agreements, and conditions hereinafter set forth, the parties hereby agree as follows.

**TERMS & CONDITIONS**

1. **Description of Services.** ELEVATE LOUISVILLE will provide full-time Teacher/Mentors in high schools and other schools as agreed upon by the parties for the purpose of: 1) teaching classes in character qualities and life skills for which students will earn academic credit; 2) mentoring students; 3) providing long-term, life-changing professional relationships with students; 4) providing after-school activities in collaboration with other local youth and nonprofit organizations; 5) offering summer activities programs; and 6) providing post-secondary education preparation for college, career, and service opportunities, including the military. ELEVATE LOUISVILLE agrees to provide this intensive in-class curriculum and



out-of-class wrap-around supplemental services as developed in collaboration with ELEVATE LOUISVILLE USA.

2. **Training.** ELEVATE LOUISVILLE agrees to provide all necessary training for ELEVATE LOUISVILLE Teacher/Mentors and administrative staff at no cost to the District in collaboration with ELEVATE LOUISVILLE USA. ELEVATE LOUISVILLE agrees that in performing services under this MOU, it and all of its employees, including its Teacher/Mentors, will comply with all existing local, state and federal laws and other legal requirements, including but not limited to, ensuring that its Teacher/Mentors have all necessary requirements and any other required credentials to work with youth in the community. ELEVATE Louisville also agrees to comply with all District policies and guidelines when performing services under this MOU or when on District property.

### **OBLIGATIONS & RESPONSIBILITIES**

3. **ELEVATE LOUISVILLE Responsibilities.** In addition to any and all obligations required by law or stated elsewhere in this MOU, ELEVATE LOUISVILLE will undertake the following responsibilities pursuant to this MOU.
  - a. ELEVATE LOUISVILLE will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this MOU.
  - b. ELEVATE LOUISVILLE will not charge any student a fee or tuition for participating in the program or the receipt of services without advance written approval of The Board or the designated Board Liaison.
  - c. ELEVATE LOUISVILLE will immediately notify the Board Liaison of any changes that may affect the performance of the services provided under this MOU.
  - d. If other party is religious affiliated: OTHER PARTY will take precautions to ensure that the employees, contractors, volunteers and agents of the local churches that are in partnership with OTHER PARTY in the INSERT 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.
  - e. Elevate Louisville will collect signed parental permission for students to participate in their program. No student identifiable information will be shared without signed written parental permission.

**School District Responsibilities** will undertake the following responsibilities pursuant to this MOU.

- a. **Jefferson County Public School District** will use its best efforts to provide such information as may be necessary to assist ELEVATE LOUISVILLE to perform and evaluate the services provided under this MOU.



b. ELEVATE LOUISVILLE, with the Board's approval, may access and use designated portions of **Jefferson County Public School District's** Facilities (including classroom space), provided ELEVATE LOUISVILLE agrees to follow the policies, rules, and regulations.

#### MISCELLANEOUS

4. **Confidentiality.** ELEVATE LOUISVILLE agrees to be responsible for its compliance with the Children's Online Privacy Protection Act of 1998 and its implementing regulations at 16 CFR Part 312 ("COPPA"), the Family Educational Rights and Privacy Act and its implementing regulations at 34 CFR Part 99 ("FERPA"), and all other applicable laws, rules or regulations, as amended (collectively, the "Confidentiality Laws"), concerning the collection, use and disclosure of "directory information," "education records," and "personally identifiable information" of the District's "students" and "parents," as those quoted terms are defined in FERPA.
5. **Confidentiality Agreements with ELEVATE LOUISVILLE LOUISVILLE's Employees.** ELEVATE LOUISVILLE will cause each of its employees who may gain access to any of the District's information to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that employee or permitting that employee to have access to any District Information. **See "Exhibit A" attached.**
6. **Data Sharing.** ELEVATE LOUISVILLE agrees to follow and adhere to access of permissible data-sharing with the District that will enhance development of the programs and students served, as well as follow all procedures for protection and privacy.

#### GENERAL TERMS

7. **Independent Contractor.** The parties agree that ELEVATE LOUISVILLE's relationship with the District shall be that of an independent contractor and not as an agent, employee, partner, or joint venture and that the employees or agents of ELEVATE LOUISVILLE shall not be deemed or construed to be employees of the District for any purposes whatsoever.
8. **Criminal History.** ELEVATE LOUISVILLE hereby agrees to:
  - a. Obtain and submit to the District for review an expanded criminal history report for each of its employees, agents or subcontractors who is likely to have direct, ongoing contact with District students in connection with performing school-based services per this MOU.

An expanded criminal history report provided to the District must be no more than three (3) months old and must be obtained before the person begins to perform any work for the District. Any information obtained from an expanded criminal history report will be used in accordance with Kentucky law.

ELEVATE LOUISVILLE and all employees, agents or subcontractors of ELEVATE LOUISVILLE that have contracts to provide services to the District are required by law to notify the District if, during the course of that contract, ELEVATE LOUISVILLE's employees, agents or subcontractors are convicted in Kentucky or in any other jurisdiction of a felony or an offense that is substantially equivalent to a felony in which the judgment of the conviction was entered under the law of any other jurisdiction.



ELEVATE LOUISVILLE or ELEVATE LOUISVILLE's employees, agents, or subcontractors are responsible for all costs associated with obtaining the criminal history reports.

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.

Prohibit contractors, employees, interns and volunteers under this agreement from performing services under this agreement and 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:

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 5 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
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

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.

9. **Indemnification.** To the extent permitted by law, each party will protect, indemnify, and save harmless the other Party for all claims and suits, caused by the indemnifying party's acts or omissions in relation to the District or this MOU.
10. **Waiver.** No assent, expressed or implied, by the District to any breach of any obligation or covenant by ELEVATE LOUISVILLE shall be construed as a waiver of any subsequent or other breach by ELEVATE LOUISVILLE.
11. **Permitted Use of Name.** Neither party will use the other's name in any advertisement, promotion, business card, etc. without the other party's prior written consent.
12. **Insurance.** From the effective date of this MOU, ELEVATE LOUISVILLE, as an organization, shall have and maintain for its individual staff/volunteers, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance and will maintain comprehensive general, liability insurance coverage for its employees, volunteers and agents for personal injury, including death, and property damage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate with an insurance carrier with a minimum AM Best Rating of A-, VII. Evidence of insurance coverage for ELEVATE LOUISVILLE shall be promptly provided to the District upon written request by the District. The policy shall name the District as an additional insured, and include a waiver of subrogation in favor of the District. ELEVATE LOUISVILLE shall immediately forward to the District any notice of cancellation or nonrenewal of coverage that it receives from its insurer and shall provide immediate notice of any actual cancellation or nonrenewal. ELEVATE LOUISVILLE shall not refuse to submit a claim to its insurance carrier, or fail to pursue insurance reimbursement in a manner that would reduce the District's indemnity rights under this MOU.



- 13. **No Third Party Beneficiaries.** Nothing in this MOU shall be construed to create or extend any rights to any third parties as third party beneficiaries.
- 14. **Term.** The effective date begins September 4, 2024 and shall expire on June 30, 2025, unless earlier terminated under Paragraph 17. This MOU may be renewed by written mutual agreement of both parties for any number of consecutive terms with each such term lasting from July 1 through June 30 of the following year.
- 15. **Termination.** This MOU may be terminated as follows:
  - a. Upon the mutual agreement of the parties;
  - b. Without cause by either party effective thirty (30) days after written notice to the other party;
  - c. By the District for cause or for a material breach of the provisions of this MOU;
  - d. By the District, effective immediately, in the event that funding is not appropriated or otherwise available to support continuation of this MOU.
- 16. **Governing Law.** This MOU has been executed in Kentucky and shall be governed in accordance with the laws of the State of Kentucky in every respect.
- 17. **Notices.** Any notice this MOU requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at ELEVATE LOUISVILLE LOUISVILLE's address first stated below or at the District's address, which is as follows:

\_\_\_\_\_  
 Superintendent  
 Jefferson County Public School

  
 Secretary, Board of Directors  
 ELEVATE LOUISVILLE

Or, at such other address as a party may later provide notice to the other party. Notice shall be deemed given at the time of personal delivery or three (3) days after the date of mailing if sent by certified mail.

- 18. **Assignment.** ELEVATE LOUISVILLE shall not assign the work that is to be performed under this MOU without the prior written consent of the District.
- 19. **E-Verify Certification.** Any Contractor providing services to the District certifies that it has enrolled in and is verifying the work eligibility status of all newly hired employees through the E-Verify program for the duration of this and any future contracts for services with the District, unless and until the E-Verify program no longer exists. ELEVATE LOUISVILLE affirms that it does not knowingly employ or retain in its employ any unauthorized aliens, which includes any persons whose immigration status makes them ineligible to work for ELEVATE LOUISVILLE. ELEVATE LOUISVILLE requires all of its Subcontractors, before performing services under this MOU, in any amount, to provide to ELEVATE LOUISVILLE a



Certification that, at the time of Certification, (a) Subcontractor does not knowingly employ or contract with any unauthorized aliens, meaning any persons whose immigration status makes them ineligible to work for Subcontractor, and (b) Subcontractor has enrolled in and is participating in the E-Verify program. ELEVATE LOUISVILLE certifies that it will keep on file these Subcontractor Certifications referenced for the duration of any contract with Subcontractor to provide services under this MOU or any future contract with the District.

20. **Contractor Not Suspended or Debarred.** By signing this MOU ELEVATE LOUISVILLE certifies that ELEVATE LOUISVILLE, its principals and/or sub-recipients are not suspended or debarred by the Federal Government, nor is any known suspension or debarment proceeding pending. ELEVATE LOUISVILLE agrees to notify the District in writing of any suspension or debarment, or potential suspension or debarment proceeding. Failure to report any suspension or debarment, or any potential suspension or debarment will be sufficient cause to terminate this MOU and report such termination to Federal authorities. ELEVATE LOUISVILLE representative certifies that he has authorization to make such certification and to bind ELEVATE LOUISVILLE to all representations herein.
21. **Disclosure of Relationships.** ELEVATE LOUISVILLE certifies and warrants that this MOU and the Services provided hereunder will not be performed under the direct or indirect administrative control of or be reviewed or approved or paid for by any member of the District or any administrator, educator, agent or employee of the District who stands in relation or dependent to an agent, administrator or employee of ELEVATE LOUISVILLE, except as disclosed on **Exhibit "E"**, attached and made part hereof. Any violation of this provision or failure to disclose the relationship shall be cause for immediate termination of the MOU under paragraph 17.
22. **Survival.** Upon termination of this MOU, the requirements regarding hold harmless, indemnification, and insurance shall survive with respect to liability for past actions during the term of the MOU.
23. **Time of the Essence.** District and ELEVATE LOUISVILLE hereby agree that time is of the essence of this MOU. ELEVATE LOUISVILLE shall commence its activities as soon as practicable per the terms of Paragraph 1 upon the execution of this MOU and shall provide the Services contemplated herein as expeditiously as possible.
24. **Entire Agreement.** The MOU constitutes the entire MOU between the parties with respect to the subject matter of this MOU and all previous MOUs or discussions between the parties relating to the subject matter of this MOU are hereby terminated and/or superseded by this MOU. This MOU may be amended or modified only by a written instrument signed by both parties. If any provision of this MOU is held invalid, the validity of the remainder of this MOU shall not be affected. This MOU may be signed in counterpart copies. A set of counterpart copies, which collectively contain the signature and acknowledgment of all parties shall be deemed to constitute an original. Facsimile copies of signatures executed counterparts transmitted by facsimile or other electronic means shall be treated as original signatures counterparts.



WITNESS OF THE AGREEMENTS BY THE PARTIES, the District and ELEVATE LOUISVILLE have executed this MOU on the date(s) indicated below:

ELEVATE LOUISVILLE \_\_\_\_\_

I. Cameron Willis, Secretary  
(print name)

*I. Cameron Willis*  
(signature)

8/14/2024  
Date

JEFFERSON COUNTY PUBLIC SCHOOLS

\_\_\_\_\_  
High School Principal or Superintendent  
(print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date

THIS MOU MUST BE COMPLETED IN FULL, APPROVED, AND EXECUTED BY THE DISTRICT'S DULY AUTHORIZED REPRESENTATIVE BEFORE THE COMMENCEMENT OF SERVICES BY ELEVATE LOUISVILLE.



Exhibit A

Employees/Volunteers Performing Services

Name	Contact Information	Adjunct License
<u>D'Andrea Williams</u>	<u>dwilliams@elevatelouisville.org; (812) 697-2318</u>	<u>N/A</u>
<u>Darreshia Butler</u>	<u>dbutler@elevatelouisville.org; (205)-276-1896</u>	<u>N/A</u>
<u>David Thomas</u>	<u>dthomas@elevatelouisville.org; 502- 345-2047</u>	<u>N/A</u>
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Exhibit B

Confidentiality Agreement

I, the undersigned, understand that during the course of my work, I may be given access to confidential, privileged, or proprietary student information by the District in order to perform my responsibilities in a manner that meets the District's needs and enhances the delivery of service. By signing this document, I am agreeing to comply with all regulations and laws established to protect confidential information. I understand that accessing or releasing confidential information and/or records or causing this to occur outside the course of my assigned duties would constitute a violation of this Agreement. I understand that proven violation of this Agreement can result in termination of my access to information and may result in personal action being taken against me. "Confidential Information" means any and all information of either party disclosed or otherwise made available to or learned by the parties under this MOU or performing the Services this Agreement requires, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, student data and all District student records and personnel records.

I agree to:

- Maintain confidential information and not reveal it to clients, colleagues, or others with whom I interact without procuring the necessary releases or authorizations.
- Utilize information disclosed to me solely for the purpose of completing the scope of work set forth in the Data Sharing and Confidentiality Agreement or the Services Agreement.

ELEVATE LOUISVILLE's Employee/Agent:

Print Name: D'Andrea L. Williams Date: June 28, 2024

Title: Executive Director

Organization/Agency: Elevate Louisville

Signature: *D'Andrea L. Williams*



## Exhibit C

### DATA EXCHANGE & DISCLOSURE AGREEMENT BETWEEN THE Jefferson County Public SCHOOL DISTRICT & ELEVATE LOUISVILLE.

**THE DATA EXCHANGE AND DISCLOSURE AGREEMENT** ("Agreement") is entered into between The Jefferson County Public Schools ("District") and each named ELEVATE LOUISVILLE employee/volunteer listed on ELEVATE LOUISVILLE. Exhibit A (hereafter the listed ELEVATE LOUISVILLEs shall, collectively, be referred to in the singular as, "ELEVATE LOUISVILLE"), which is incorporated herein by reference, for the contemplated purpose of memorializing the terms and conditions upon which the District has agreed to provide ELEVATE LOUISVILLE with certain requested data from the District.

**WHEREAS**, ELEVATE LOUISVILLE acknowledges and understands that the District is required to safeguard the privacy of its students' educational records in a manner consistent with the mandates of the Family Educational Rights and Privacy Act ("FERPA") and the applicable regulations promulgated thereunder.

**WHEREAS**, the Family Educational Rights and Privacy Act ("FERPA") (as amended and in effect from time-to-time, and including any successor statute, "FERPA") establishes a right of privacy for student data based on a rule of non-release of individually identifiable data to anyone outside the student's institution or to persons inside the institution who have no legitimate need for the information without the express written permission of the student or the student's representative.

**WHEREAS**, FERPA has regulatory exceptions to the general rule of confidentiality and non-release of individually identifiable data and information, allowing its disclosure and use by organizations when acting as school officials with a legitimate educational interest for an expressly, specified purpose such as providing certain professional services or acting on behalf of the District.

**WHEREAS**, should ELEVATE LOUISVILLE meet and be designated under one or more of the categorically recognized exceptions in accordance with FERPA's regulations, the District may disclose the requested data to ELEVATE LOUISVILLE, provided the purpose, scope and duration are clearly set forth in this MOU.

**WHEREAS**, there is an existing Memorandum of Understanding between the District and ELEVATE LOUISVILLE ("MOU") for the performance of specified services which require the sharing of certain student data detailed in Exhibit E of the MOU ("District Student Data").

**WHEREAS**, ELEVATE LOUISVILLE agrees that the District has direct control over access to District Student Data and ELEVATE LOUISVILLE agrees to return or destroy any District Student Data released, accessed, used or disclosed to ELEVATE LOUISVILLE upon termination of the MOU.

**NOW, THEREFORE**, the District has conditioned the release and disclosure of District Student Data upon ELEVATE LOUISVILLE's compliance with all applicable provisions of FERPA generally, and the specific terms and conditions set forth in the MOU.



## Exhibit D

### **Student Data Required by ELEVATE LOUISVILLE for Completion of Services described in Paragraph 1 of the MOU**

1. School Graduation Rate
2. District Graduation Rate
3. Attendance Rates
4. Post-secondary Rates of enrollment
5. Suspension/Expulsion information
6. Students in program graduation rate
7. Individual Transcripts



Exhibit E

**Disclosure of Relationships**

*Failure to Disclose Relationships and to submit the appropriate Conflict of Interest Disclosure Forms will be Sufficient Cause for the Immediate Termination of this MOU*

Memorandum of Understanding dated June 28, 2024, between the Jefferson County Public School District and ELEVATE LOUISVILLE.

Per Paragraph 23 of the Memorandum of Understanding

Please describe below your relationship (by blood or marriage), or the relationship of any sole proprietor, partner, owner, co-owner, principal, corporate officer, (by blood or marriage) with any member of the Jefferson County Public School District or the Jefferson County Public School District Board of Trustees staff that may be directly or indirectly involved in any of the following (state "NONE" if no relationship exists):

- the procurement, administration and/or execution of this MOU
- review or approval of payments for this MOU

NONE  
\_\_\_\_\_  
\_\_\_\_\_

Please disclose if you, or any sole proprietor, partner, owner, co-owner, principal, or corporate officer of ELEVATE LOUISVILLE is also an employee of the Jefferson County Public School District (state "NONE" if there is no employment relationship):

NONE  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Not Applicable to this MOU

*D'Anshea L. Williams*  
ELEVATE LOUISVILLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/17/2024

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> PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	<b>CONTACT NAME:</b> Paychex Insurance Agency, Inc.	
	<b>PHONE (A/C, No., Ext):</b> 877-266-6850	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> FlexCerts@paychex.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> SiriusPoint America Insurance Company		38776
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Elevate Louisville  
 825 Northgate Blvd Ste 102  
 New Albany, IN 47150

### 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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	NA	N	WC12539900	08/06/2023	08/06/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

"Board of Education of Jefferson County"  
Attn: Insurance/Real Estate Dept  
3332 Newburg Road  
Louisville, KY 40218

### CANCELLATION

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

*Mary P. Stork*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2024

**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> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Road Rolling Meadows IL 60008  License#: BR-724491 ELEVLOU-01	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> select_certificates@ajg.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Philadelphia Indemnity Insurance Company</td> <td><b>NAIC #</b> 18058</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> select_certificates@ajg.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	<b>NAIC #</b> 18058	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b> Elevate Louisville, Inc 825 Northgate Blvd, Ste 102 New Albany IN 47150																					

**COVERAGES** **CERTIFICATE NUMBER: 104898423** **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	
							PER STATUTE	OTH- ER
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PHPK2651173	1/25/2024	1/25/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK2651173	1/25/2024	1/25/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N						
		N/A						
A	Directors & Officers Professional Liability Crisis Management			PHSD1855470 PHPK2651173	1/25/2024 1/25/2024	1/25/2025 1/25/2025	Limit / Retention Limit / Aggregate Limit	\$1M / \$5,000 \$1M / \$2M \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Jefferson County Public Schools are included as Additional Insured as respects General Liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER**

Board of Education of Jefferson County  
 Attn: Insurance/Real Estate Dept  
 3332 Newburg Road  
 Louisville, KY 40218

**CANCELLATION**

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  
