

**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 252 East Market Street, 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 Evolve502 Summer Learning sites. 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 schoolwork. Locations will have a designated area to service the academic programming. Sites will be subject to JCPS approval to ensure student security and safety.
- c. Ensure Partner Organizations have the necessary internet capacity, including wireless internet, for the students they serve.
- d. Ensure that all Partner Organizations will take student attendance and comply with JCPS Attendance regulations at Evolve502 Summer Learning sites during the Summer Learning Sessions.
- e. Create a daily schedule that includes 90-minute blocks of literacy at Evolve502 Summer Learning sites during the Summer Learning Sessions.
- f. During the Summer Learning Sessions, all Partner Organizations will operate in accordance with the agreed-upon schedule, and partner sites will communicate directly with the Assistant Superintendent of Academics prior to a schedule deviation or closure.
- g. Ensure Partner Organizations participating in the Summer Learning Sessions will follow JCPS approved curriculum or programming.

- h. 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 and communicate with parent/guardian any concerns regarding student behavior and discipline while at the site.
- i. Create an emergency plan that includes communication to parents/guardians and families, as well as the district contact, in the event the site needs to be closed, placed on alert/lock down, or other communications that impact the site location.
- j. Ensure that Evolve 502 Summer Learning sites have single access entry points that provide direct access to student areas and these entry points are locked and secured at all times, including but not limited to, front and rear doors, so that members of the community are not able to directly access students during Summer Learning/ “the project”. Develop a protocol for handling guests and visitors to include government officials and others who come to the Evolve 502 Summer Learning sites to conduct official business. Invoices must include the number of students served per site designated by daily attendance.
- k. Ensure that Evolve502 Summer Learning sites that provide housing to members of the community have obtained background checks for tenants to ensure that violent and/or sex offenders are not in proximity to students during Summer Learning/ “the project”.
- l. Provide payments to participating Evolve502 Summer Learning sites 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 an agreed upon registration mechanism. Evolve502 shall enter into an agreement with each participating Community Learning Hub organization outlining the terms of the agreement.
- m. 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.
- n. Maintain accurate records of all expenditures associated with this Project.
- o. Provide detailed expense reports to the Board including, but not limited to the description of services, number of students served in the Evolve502 Summer Learning sites 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, 2026.
- p. 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.
- q. Ensure all subcontractors and partner organizations follow the JCPS Covid-19-related health and safety protocols.
- r. **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.

- s. 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.
- t. Unless waived in writing by the JCPS Finance Office, 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.
- u. 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.

- v. 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.
- w. 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.
- x. Evolve502 staff will share the list of tutored students with the JCPS Accountability, Research, and Systems Improvement team and record program participation for each student.
- y. Evolve502 staff and site directors will collect information regarding student medical needs, allergies, or dietary restrictions at enrollment and will ensure that sites can plan to fully address student needs including medication, nursing services, feeding sites and other necessary care.

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

- a. Work with JCPS Nutrition Services to secure breakfast and lunch service to students participating in Evolve502 Summer Learning. Sites are required to document student

allergies and dietary restrictions when they enroll students and are responsible for ensuring students receive appropriate food in keeping with documented needs

- b. JCPS Accountability Research and Systems Improvement team will provide data as agreed upon in separate data MOA dated June 11, 2026.

### 3. **Payment**

JCPS will provide funding not to exceed \$928,000. Payments will be based on submitted invoices for student attendance in accordance with the attached breakdown of fees. 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.

Invoices must be submitted every two weeks. Invoices must include an itemized breakdown of the services provided, including the number of students served by day and by site.

### 4. **Period of Performance**

This Agreement shall be in effect for the period beginning June 10, 2026, through July 24, 2026.

### 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 2025 Summer Learning. 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. H. Brian Yearwood, Superintendent

\_\_\_\_\_  
Date

**EVOLVE502 Inc.**

Marland Cole

May 26, 2026  
Date

Marland Cole, Executive Director

# **Evolve502 Community-Partner Summer Learning Proposal**

Prepared for: Dr. Brian Yearwood  
Dr. Lynn Reynolds  
Jeferson County Public Schools  
April 15<sup>th</sup>, 2026

Prepared by: Marland Cole  
Dr. Charles C. Davis, Jr.  
Evolve502

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## About Evolve502

Evolve502 was born out of the belief that education can positively change a person's life and improve Louisville. With a focus on systems, scholarships, and supports, we are building an educated, growing, and vibrant community where all citizens can prosper and contribute to the economic vitality of our city.

We tackle the obstacles that prevent many Louisville students from pursuing a postsecondary education – finances, lack of support, few resources and more. The centerpiece of this work is the Evolve502 Scholarship, providing all eligible public school students in our city the opportunity for a tuition-free, two-year postsecondary education.

Together, with supporters and partners committed to creating positive change, we're changing lives – and our city.

## Our Work

As an education leader in our community, Evolve502 convenes and organizes partner organizations and agencies (government, education, social service, business, and philanthropy) to identify and address gaps along the cradle-to-career pathway to student achievement. We work in collaboration with Jefferson County Public Schools and other partners to create community solutions to better link students and families to resources, ensuring they have the tools they need. Through our collaborative efforts, we are creating more touchpoints and more hours of learning and engagement for students and families.

## Our Proposal

During challenging times, Evolve502 remains committed to standing in the gap for Louisville's students. As we did during the COVID-19 crisis, we continue to serve as a convening partner to help ensure JCPS students and families are supported and do not fall through the cracks. While this year has brought uncertainty, we are grateful for JCPS's continued trust as we work together to find creative ways to serve young people and their families.

We welcome the opportunity to answer any questions or provide additional clarification.

## Program Scope

### Number of students to be served

This following proposal will have the ability to serve a maximum of 1,000 students

### Student demographics

Per the 2025 Summer Learning Report produced by JCPS' Office of Accountability, Research and System Improvement, the student demographics in community-based learning sites were as follows:

Demographic	Percentage	Raw Count
Total Students		1372
Female	48%	659
Male	52%	713
African American/Black	66%	906
Asian	7%	96
Latinx	10%	137
White	10%	137
2 or More/Other	7%	96
ECE	19%	261
Multilingual Learner	17%	233
Free/Reduced	70%	960
Elementary (PreK-5th)	72%	988
Middle	19%	261
High	8%	110
Not Priority	55%	755
Priority 1	18%	247
Priority 2	27%	370

We anticipate that this summer's enrollment would mirror past trends.

### Student Enrollment

Students will be registered and enrolled in a similar fashion that is used for the Community Learning Hub Tutoring initiative. Students can sign up via sites, and we will work with partners to obtain necessary information from parents. Part of the enrollment process will be to obtain the necessary permissions to obtain JCPS data. This will allow the district to access student data for evaluation after summer programming has ended.

## Attendance expectations and participation goals

As educators, we understand that programmatic interventions are only as useful as the amount of dosage that is

Based on Wallace-foundation supported research by the RAND Corporation, the threshold for measurable student impact is 20 days of attendance in a 5–6 week program. This would connote a 67% - 80% attendance rate for attendees. We would look to best practices to drive our goals.

## Program Design and Delivery

### Sample Program Schedule

In previous programming years, JCPS has provided the bulk of instructional programming during the day. This year, with help from our Summer Leadership Counselors, we will seek to provide a similar level of service in the area of literacy. We are open to any thoughts regarding math interventions that JCPS may recommend. The following however are two sample schedules provided to partners who may need assistance in this area.

Sample Schedule #1	
9:00	Open Site
9:00 – 9:45	Breakfast
9:45 – 10:30	Academic Support
10:30 -11:30	Enrichment
11:30 – 12:15	Academic Support
12:15-12:45	Lunch
12:45-1:30	Academic Support
1:30-1:45	Outside/free play/physical activity
2:30	Dismiss

Sample Schedule #2	
9:00	Open Site
9:00 – 9:45	Breakfast
9:45 – 10:45	Academic Support
10:45 – 11:30	Outside/free play/physical activity
11:30 – 12:00	Lunch
12:00 – 12:30	Academic Support
12:30 – 1:30	Enrichment
1:30 – 2:30	Academic Support
2:30	Dismiss

### Site Selection Criteria

Due to the limited resources and compressed nature of this summer's programming, Evolve502 proposes inviting trusted partners that have shown to have the necessary capacity to facilitate an effective summer learning program. Once a site has agreed to partner, they are required to complete a services agreement [\[Appendix B\]](#) that specifically outlines roles and responsibilities. This agreement has been developed in concert with JCPS and contains several provisions requested by the district. Some notable examples are:

## Evolve502/Partner Organization Relationship

Evolve502 utilizes a “Tight” vs. “Loose” partnership paradigm to communicate to sites which areas they must closely adhere to vs the partnership aspects where they have more flexibility. The following is an example of what has been communicated in previous summers.

Tight	Loose
<ul style="list-style-type: none"><li>• Taking Daily Attendance</li><li>• Daily Literacy Instruction</li><li>• Daily Math Instruction (if applicable)</li><li>• Daily physical activity</li><li>• Daily enrichment activities</li><li>• Daily time for choice activities</li></ul>	<ul style="list-style-type: none"><li>• Programming start/ending date</li><li>• Length of programming day<ul style="list-style-type: none"><li>◦ Many sites offer “after care”</li></ul></li><li>• Types of enrichment &amp; physical activity</li></ul>



Staffing Model

In addition to Evolve502 staff, we rely on a team of external consultants who provide targeted supports to ensure a smooth programmatic experience for all stakeholders. Those roles and functions are identified below:

Consultant Team	
Role	Function
<b>Comprehensive Services Consultant</b>	<ul style="list-style-type: none"><li>• Conduct Background Checks</li><li>• Coordinate and schedule enrichment providers</li></ul>
<b>Document Management Consultant</b>	<ul style="list-style-type: none"><li>• Maintain financial records</li><li>• Issue payments for all individuals/entities working with Evolve502</li></ul>
<b>Site Liaison Supervisor</b>	<ul style="list-style-type: none"><li>• Serve as the primary point of contact for Evolve502 partner sites</li><li>• Oversee Site Liaison team</li></ul>
<b>Site Liaison (4)</b>	<ul style="list-style-type: none"><li>• Assigned a cohort of no more than 5 sites.</li><li>• Responsible for visiting each site at least once per week.</li><li>• Capture case notes using the <a href="#">Evolve502 Site Liaison Feedback Form</a></li><li>• <a href="#">Appendix G</a> provides an overview of the observation items</li></ul>

Additional details on roles and expectations for the Summer Leadership Counselor position can be found in [Appendix C](#)

Additional details on roles and expectations for Enrichment Providers can be found in [Appendix D](#)

## Student Impact and Outcomes

### Success Metrics

The key difference between afterschool high-impact tutoring efforts and summer learning is that the former is primarily intended to accelerate learning while the latter is intended to mitigate summer learning loss. In the past, Evolve502 has worked closely with district personnel to develop goals that align with district priorities. These goals have provided a mixture of both attendance and academic comparisons between Spring and Fall MAP data. **This year, we would welcome a similar opportunity to work in concert with the JCPS district to ensure that all parties are aligned.**

### Number of Students Served

Registration at community-based summer sites has averaged between 1300-1800 students. With the reduced number of sites and budgetary constraints, we believe that 1000 students is an appropriate target. We have not formally reached out to sites to determine their capacity or current rosters, and so we would need further information to be able to develop more accurate figures.

### Data collection and progress monitoring

Currently, Evolve502 has a Data Sharing Agreement with JCPS ([Appendix E](#)). Evolve502 is required to adhere to the data collection processes as outlined in the agreement. The process for monitoring attendance is as follows:

- Evolve502 collects rosters from participating summer learning sites
- These rosters are loaded into Google
- Summer Leadership Counselors/tutors take daily attendance
- Daily attendance forms are

As with our current agreements with sites, resources are withheld for noncompliance with agreed upon attendance taking procedures. Likewise with tutors, who are primarily responsible for data collection, resources are withheld until attendance is in full compliance.

### How results will be evaluated and reported to JCPS

Per our data sharing agreement with the district, JCPS has the opportunity to utilize Evolve502 rosters and attendance to look at individual level student data. In the past, this has been aggregated into data reports that are shared both with Evolve502 and JCPS Leadership

The data elements collected for Community Learning Hub/Summer work are identified in [Appendix F](#).



## Budget Transparency and Justification

As an organization, Evolve502 prides itself on balancing the delivery of high quality programs and services while being fiscally responsible. The budget below reflects Evolve502's role as a "pass-through" entity. **98%** of funds in the proposed budget below directly impact students. In this regard, we are committed to directing funds **directly to activities that support students**.

Item	Quantity	Total Cost	Narrative
Registration Stipend	1000	\$300,000	<b>[\$300/student]</b> Payments to sites to subsidize student enrollment costs
Supply Stipend	1000	\$50,000	<b>[\$50/student]</b> To supplement school supplies not being provided by JCPS this year
Leadership Counselor	60	\$294,000	<b>[\$20/hr.   35hrs./week]</b> Trained tutors to help provide academic supports
Enrichment Providers	30	\$180,000	<b>[\$150/session]</b> Enrichment providers who provide weekly programming at sites
First Aid Kits	25	\$2,500	<b>[\$100/kit]</b> To ensure sites have a basic level of care available for any students with minor injuries
Evolve502 Consultants	7	\$80,000	Previously referenced individuals who provide support in various aspects of programming
Evolve502 Management fee	June/July	\$21,500	<b>[\$10,500]</b> Per our current MOU Evolve502 receives a management fee for overhead and management of initiative
<b>Grand Total</b>		<b>\$928,000</b>	

Total Budget Expenditure Per Student = **\$928** | Total Budget Expenditure Per Student, Per Week **\$116.00**

## Implementation Timeline and Accountability

### Tentative Timeline

The ultimate urgency around timelines and dates depends on when the proposal is approved and Evolve502 can access resources. Below however is a tentative timeline augmented from timing that we have used in the past:

April 20, 2026	<ul style="list-style-type: none"> <li>• Open Summer Leadership Counselor Application Portal</li> <li>• Open Summer Learning Enrichment Provider Portal</li> </ul> <p><i>Note: Due to compressed timing, placements will be made on a rolling basis</i></p>
April 27, 2026	<ul style="list-style-type: none"> <li>• Summer learning information session w/ invited sites               <ul style="list-style-type: none"> <li>◦ Communicates roles, responsibilities and expectations</li> </ul> </li> </ul>
May 22, 2026	<ul style="list-style-type: none"> <li>• Deadline to confirm participation in the Summer Learning by completing the CLH site information collection Google Form</li> <li>• Must submit finalized summer schedules via Google Form (daily schedule, dates of operation, and any scheduled field trips)</li> </ul>
June 6, 2025	Confirmation of Leadership Counselors & Enrichment Providers for sites
June 8, 2026	Summer learning window opens <ul style="list-style-type: none"> <li>• No programming June 19<sup>th</sup>, 2026 or July 4<sup>th</sup>, 2026</li> </ul>
July 24, 2026	Summer learning window closes

### JCPS Oversight and Checkpoints

In the past, Evolve502 and JCPS have worked extremely closely together to facilitate summer learning. We once again welcome the opportunity for partnership and are willing and able to meet at an interval of JCPS' choosing.

## **Appendix**

## APPENDIX A: Evolve502 Community Learning Hub Safety Checklist

### SAFETY CHECKLIST

Description	YES	NO
The facility is clean and sanitary		
Facility is accessible to all (handicap accessible)		
Regular health checks are conducted		
Youth follow good hygiene practices		
Staff are trained to report health and safety hazards		
There is a first aid kit available		
There is a fire extinguisher		
Emergency procedures are posted (for evacuation in case of fire or other emergency)		
There is enough space to move about freely		
Furniture is appropriate size for youth being tutored		
Furniture can be moved, if needed for activities		
Someone on site is trained in First Aid and CPR		
Staff to youth ratio does not exceed 1 to 25		
Staff relate to all youth in positive ways		
Staff encourage youth to cooperate, share, care for materials and to join in activities		
Staff use positive behavior management methods		
Staff encourage youth to resolve conflicts whenever possible		
Staff encourage family involvement		



## **APPENDIX B: Community Learning Hub Services Agreement**

This LEARNING HUB Services Agreement (this “Agreement”) is entered into as of August 20, 2025 (the “Effective Date”) between SITE NAME having its principal office at SITE ADDRESS Louisville, Kentucky 402\_\_ (“CLH”) and Evolve502, Inc., a Kentucky nonprofit corporation, having its principal office at 515 W. Market Street, Louisville, Kentucky 40202 (“Evolve502”).

BACKGROUND. Evolve502 and the Jefferson County Board of Education are parties to that certain Jefferson County Public Schools Contract for the Procurement of Professional Services dated June 1, 2025 (the “JCPS Contract”), whereby Evolve502, directly or through subcontractors, is to provide certain services to Jefferson County Public Schools (“JCPS”) students in connection with the Evolve502 Community Learning Hubs Tutoring Initiative; an out-of-school time learning program that will offer multiple opportunities for students to gain supplemental learning through interactive student-centered activities (the “Hub”). In furtherance thereof, the parties desire to subcontract such that CLH will provide certain services contemplated by the JCPS Contract, and they agree as follows:

1. **CLH OBLIGATIONS.** CLH shall perform the services set out on attached Exhibit A (the “Services”). CLH shall assign (i) an employee to be the primary contact to act as CLH’s representative in connection with the Services (the “CLH Representative”) and (ii) additional employees as necessary to perform the Services (and, if requested, provide their names and positions to Evolve502). CLH shall incorporate into Tutoring Initiative activities any Evolve502-employed “Tutor” assigned by Evolve502. CLH shall comply with the requirements set forth on Exhibit B attached hereto, and shall maintain complete and accurate records in such format as is provided by Evolve502 and make those available to Evolve502 upon request.
2. **EVOLVE502 OBLIGATIONS.** Evolve502 shall designate one of its employees as its primary contact (the “Evolve502 Representative”), who will be available to assist with planning and guidance relating to the activities contemplated hereunder and the Tutoring Initiative in general. Evolve502 will provide to CLH a Tutor to facilitate the tutoring initiative. Finally, Evolve502 shall pay CLH Fifty Dollars (\$50) per enrolled qualifying student (a “Student”) who attends 60% of tutoring sessions per month. Student qualifications shall be separately provided by Evolve502. For enrolling and taking on such Students, payment to CLH shall be monthly. Evolve502 will track student attendance via Google form, which then transfer information to the JCPS CASCADE Data System. Evolve502 shall pay Provider within 10 business days after the end of the month. CLH shall be responsible for those Students, including their safety, compliance and health needs while at the CLH site or under CLH’s oversight.
3. **TERM AND TERMINATION.** Unless extended by the parties, this Agreement shall commence on the Effective Date and end on May 29, 2026 (the “Term”), provided that Evolve502 may earlier terminate the Agreement (i) upon ten (10) days advance written notice to CLH, (ii) upon termination of the JCPS Contract, or (iii) by written notice to CLH of CLH’s material breach hereof, unless CLH cures the breach within five (5) days after having received such notice.



4. INDEMNIFICATION; LIMITATION OF LIABILITY. CLH agrees to protect, indemnify, defend and hold harmless Evolve502 and its directors, officers and employees from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) relating to any claim made or suit brought against Evolve502 resulting from CLH's alleged negligence (or that of any of its employees, officers, volunteers, contractors or directors) or from CLH's breach of this Agreement. In addition, CLH shall indemnify Evolve502 for any indemnification claim made by JCPS against Evolve502 under the JCPS Contract to the extent they arise from CLH's acts or omissions. Consistent with the premise that CLH will be responsible for overseeing and conducting Tutoring Initiative activities, Evolve502 shall not be liable to CLH (including its employees, officers, volunteers, contractors or directors) for any consequential, incidental, special, punitive or exemplary damages and any liability (other than for compensation due under Paragraph 2 shall be limited to the total amount of compensation paid or payable under Paragraph 2.

5. INSURANCE. CLH shall carry the following insurance covering the activities contemplated hereunder and, except for (iii), name Evolve502 and JCPS as an additional insured: (i) commercial general liability insurance of at least One Million Dollars (\$1,000,000.00) in the aggregate, (ii) automobile liability insurance of at least One Million Dollars (\$1,000,000.00), (iii) workers compensation liability insurance in an aggregate amount required by law and (iv) professional errors and omissions liability insurance of least One Million Dollars (\$1,000,000.00) in the aggregate. Upon Evolve502's request, CLH shall provide Evolve502 with a certificate of insurance from CLH's insurer evidencing the insurance coverage specified above.

#### 6. MISCELLANEOUS.

6.1 Miscellaneous Provisions. The relationship of the parties is that of independent contractor, and neither party shall have authority to bind or obligate the other party. Neither party may assign this Agreement without the prior written consent of the other. This Agreement, including Exhibit A, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and communications between the parties, whether oral or written, and may not be amended without written agreement of both parties. This Agreement may be executed in one or more counterparts. In the course of their activities, the parties may exchange confidential information and both agree to enter a separate confidentiality agreement if appropriate as presented by Evolve502.

6.2 Governing Law; Arbitration. This Agreement will be governed by the laws of the Commonwealth of Kentucky. Any dispute not resolved by mediation shall be submitted exclusively to binding arbitration in Louisville, Kentucky, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the Kentucky Arbitration Act (the "Rules") before a single arbitrator. Judgment on the award rendered by the arbitrator will be final and unappealable and may be entered in any court having jurisdiction thereof. Each Party shall be responsible for its share of the arbitration fees in accordance with the Rules.

#### EXHIBIT A

Services and Compensation



CLH shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in the field of education, including the JCPS policies and procedures; (e) in accordance with the United States Centers for Disease Control and Prevention, Kentucky Healthy at Work and Kentucky Healthy at School guidance for safety during the COVID-19 pandemic and (f) to the reasonable satisfaction of Evolve502.

During the Term, CLH shall provide the following goods and services to Evolve502 (the "Services"):

1. Provide the facilities necessary to administer the 2025-26 Community Learning Hubs Tutoring Initiative at [insert address], Louisville, Kentucky 402\_\_ (the "Facility").
2. Administer the 2025-26 Community Learning Hubs Tutoring Initiative at the Facility. In connection with its administration of the 2025-26 Community Learning Hub Tutoring Initiative, CLH will provide direction and supervision (in consultation with Evolve502 as applicable) to any "Tutor" hired by Evolve502. It will also work with the Jefferson County Public Schools to provide learning and other opportunities and with any cultural, arts and other programs assigned to CLH, all as consistent with the Community Learning Hub Tutoring Initiative.
3. Provide parents with Evolve502 Tutoring Program consent form. The purpose of this document is to ensure that parents understand the program their student is participating in. If any parent does not want their student to participate, the CLH is to collect the consent form, and remit it back to the appropriate Evolve502 representative.
4. Provide any medical and nursing services required by the participants in the 2025-26 Community Learning Hubs Tutoring Initiative.



## EXHIBIT B - JCPS Requirements

1. All individuals performing the Services under the Agreement are required to comply with KRS 160.380, which requires each such individual to (a) submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and (b) obtain a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
2. CLH shall prohibit any individual from performing the Services under this Agreement and from remaining on the premises of the Facility for any purpose if such individual has been convicted of the following:
  - a. Any conviction for sex-related offenses;
  - b. Any conviction for offenses against minors;
  - c. Any conviction for felony offenses except as provided in item f. below;
  - d. Any conviction for deadly weapon-related offenses;
  - e. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
  - f. Any conviction for violent, abusive, threatening or harassment related offenses; or
  - g. Any other convictions determined by the Evolve502 Contract Manager to bear a reasonable relationship to the ability of the individual to provide the Services.
3. CLH shall immediately notify the Evolve502 Contract Manager if it becomes aware that any individual providing the Services under this Agreement is convicted of, or pleads guilty to, one of the criminal offenses listed in item 2. above and shall cause such individual to immediately cease providing the Services under this Agreement and shall cause such individual not to remain on the premises of the Facility for any purpose under this Agreement.
4. Comply with all applicable laws and regulations in providing the Services, including, but not limited to, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, as amended.
5. CLH shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to CLH during the Term of this Agreement and shall disclose to the Evolve502 Contract Manager any final determination of a violation by CLH of the preceding KRS Chapters.
6. Proselytizing: 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.
7. Comply with all Evolve502 rules, regulations, and policies of which it has been made aware, in its provision of the Services.



## **APPENDIX C: Evolve502 Leadership Counselor MOU**

We are pleased to offer you the position of an Evolve502 Leadership Counselor in connection with the 2025 Summer Success League, sponsored by Evolve502, Inc., a Kentucky nonprofit corporation ("Evolve502"). This offer of at-will employment is conditioned on your satisfactory completion of the requirements listed below.

As an Evolve502 Leadership Counselor, you will be scheduled to work five (5) days a week (Monday through Friday), up to seven (7) working hours per day, effective June 16, 2025. Each of these five days will be providing services at an assigned Community Learning Hub. You will be required to record all of your working time accurately on forms provided. Leadership Counselor activities, and your employment with Evolve502 will cease at the end of the day on July 31, 2025.

In your capacity as an Evolve502 Leadership Counselor, you will perform duties and responsibilities that are consistent with that position and as may be assigned to you from time to time. Specifically, your duties and responsibilities as Evolve502 Leadership Counselor are set forth on Exhibit A attached hereto. You will report directly to Dr. Charles C. Davis, Jr., Natalie Wynn-Abell or another individual designated by Evolve502 at your assigned "Community Learning Hub." You agree to devote your entire work time, attention, and best efforts to the performance of your duties consistent with your duties.

In consideration of your services as an Evolve502 Leadership Counselor, you will be paid \$20 per hour, payable in accordance with the standard payroll practices of Evolve502 and subject to all withholdings and deductions as required or permitted by law. Evolve502 Leadership Counselors are not eligible for benefits like health insurance, paid time-off, paid leave, retirement plans, unemployment compensation, and workers' compensation coverage. Evolve502 is not responsible for transportation to or from work.

You will be subject to all applicable employment and other applicable policies of Evolve502, as outlined in the attached exhibit and elsewhere. Your employment will be at-will, meaning that you or Evolve502 may, at any time during your employment, terminate the employment relationship at any time.

This offer is contingent upon Satisfactory completion of a criminal background investigation and confirmation of college/university enrollment status.

Because this offer is conditioned on satisfying these conditions, if you have a current job or job commitment, please do not take any action based on this offer until you have confirmation from Evolve502 that the conditions have been satisfied. By accepting this offer, you confirm that you are able to accept this job and carry out the work involved.

All of us at Evolve502 are excited about the prospect of you joining our team. If you have any questions about the above details, please call me immediately. If you wish to accept this



position, please sign below and return this letter agreement to Natalie Wynn-Abell (nataliew@evolve502.org) promptly, which overrides anything communicated to you, orally or in writing, during your interview or as part of any other communication, about your employment with Evolve502.

Sincerely,

Executive Director  
Evolve502

Acceptance of Offer

I have read and understand all the terms of the offer of employment set forth in this letter and I accept each of those terms. I also understand and agree that my employment is at-will and no contrary statements or communications, whether oral or written, will modify my at-will employment status. I further understand that this letter is Evolve502's complete offer of employment to me and this letter supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to my employment. I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this letter.

\_\_\_\_\_  
First Name (Print)

\_\_\_\_\_  
Middle Initial (Print)

\_\_\_\_\_  
Last Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Exhibit A

### Job Description and Requirements

As a Evolve502 Tutor in connection with the 2025-26 Community Learning Hubs Tutoring Initiative, you will at all times adhere to the conduct requirements, as provided by Evolve502, which will include carrying out your duties as follows:

- Attend the required number of tutor training sessions. I understand I will be dismissed if I am not able to complete the required training.
- Attend regular coaching sessions, at least once per month, or as specified by the tutor coach.
- Treat others with respect.
- Not discriminate against any person 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, disability, or limitations related to pregnancy, childbirth or related medical conditions.
- Not bully others or participate in roughhousing, horse-play, or hazing.
- Conduct myself as a positive role model and be responsible.
- Set a good example by not using profanity or telling off-color jokes, and stories.
- Not have in my possession tobacco, alcohol or illegal drugs.
- Not have in my possession harmful objects without specific authorization, including but not limited to: knives of any kind (pocket, utility, etc.), lighters, matches, fireworks, explosives, firearms, weapons, etc.
- Not discuss, have, or display pornography or other sexually oriented materials including nudity in visual or written materials.
- Be a responsible Tutor and ensure participants are provided guidance towards a safe and fun experience.
- Ensure that all participants are supervised by Community Learning Hubs staff at all times.
- Ensure that all participants know that they must remain at the assigned "Community Learning Hub" facility at all times and are responsible for their behavior at all times.
- Get to know participants personally and by name.
- See that all participants are involved in all activities. Make sure no one is excluded.
- Be on the lookout for illness or injury that may require attention. Go with hurt or sick participants to the Community Learning Hubs staff no matter how minor the ailment.
- Never discipline a participant by ridicule or physical punishment; patience and understanding works best. Discipline should largely be handled by Community Learning Hub staff.
- Urge safety at all time. Take time to explain how and why to do something safely.
- Work as a team to plan, organize and conduct all activities.
- Refrain from using technology (phone, laptop, tablet, etc.) for personal use while working with participants.
- Be flexible with Evolve502 and Community Learning Hubs staff.
- Follow leadership of Evolve502 and Community Learning Hubs adult advisors/volunteers/staff.
- Comply with all laws and with all Jefferson County Public School policies and procedures.
- Report any violation of this Job Description and Requirements by others.
- Follow such additional guidance as is provided.



## APPENDIX D: Evolve502 Enrichment Provider MOU

The purpose of this letter agreement (this “Agreement”) is to memorialize the agreements of Evolve502, Inc., a Kentucky nonprofit corporation (“Evolve502”) and [\_\_\_\_\_] (“Provider”), with respect to the enrichment activity Provider will provide to Evolve502 in connection with the 2025 Summer Success League (the “Program”), as more particularly described herein. Specifically, Evolve502 and Provider acknowledge and agree that, from June 16 – July 31, 2025, Provider will make itself available to support the Program, as follows:

1. Provider will provide the following enrichment activities to Evolve502 in connection with the Program: [\_\_\_\_\_] (each referred to as an “Activity” and collectively, the “Activities”). Provider shall provide the Activity at the following locations participating in the 2025 Summer Success League (each, a “Site”). The parties may add to any Activities, and may schedule Activities at a particular Site, by email sent or confirmed by an individual designated as the Provider’s contact and by Charles Davis, on behalf of Evolve502 (or in his absence, by Marland Cole).
2. Provider will provide the Activity on date(s) no earlier than June 16, 2025, and no later than July 31, 2025. These dates may be altered or supplemented by email as provided in Section 1. Your hire for scheduled Activities will be at-will, meaning that you or Evolve502 may, at any time during your scheduled Activities, terminate the relationship at any time.
3. Provider agrees to provide the Activities responsibly using its best efforts and in a manner that is appropriate for the intended audience, does not impose liability upon, raise controversy involving or disrepute upon the Program or Evolve502. Provider shall not discriminate against any person 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, disability, or limitations related to pregnancy, childbirth or related medical conditions. Such Activities shall comply with any applicable policies of Evolve502, the “Community Learning Hub” that administers a Site or of other participants in the Program, including Jefferson County Public Schools, that are made known to Provider.
4. Provider shall assure that all individuals acting on behalf of Provider in delivering the Activities have been subjected to background checks consistent with requirements applicable to contractors of Evolve502 set out in that certain agreement between Evolve502 and the Jefferson County Board of Education dated March 11, 2025, and separately made known to Provider.
5. In consideration for the Activities provided by Provider to Evolve502 hereunder, Evolve502 will pay Provider \$150 per scheduled Activities (60-minute session) provided at each Site. Such amounts will be paid as follows: Provider shall submit to Evolve502 a signed weekly statement of Activities completed after the end of each work period, along with an invoice for the amount due. Evolve502 shall pay Provider, via wire transfer of immediately available funds to the account designated by Provider in writing to Evolve502, within [14] business days after receiving such invoice in accordance with the dates provided upon hire.
6. The parties acknowledge that, by executing this Agreement, Evolve502 has not agreed to schedule Provider for a minimum number of Activities and that the Activities that are



scheduled may be cancelled or rescheduled upon advance written notice from Evolve502. Evolve502 may terminate this Agreement at any time, with or without cause, by giving written notice to Provider. Provider may terminate this Agreement at any time if it has not received timely payment of the fees set forth in Section 5 or if Evolve502 otherwise violates a material term hereof.

7. Provider's Activities hereunder are subject to insurance coverage of Provider set out as follows: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming Evolve502 and JCPS as additional insured. Provider agrees to maintain such insurance coverage during the term of this Agreement and continue to cover acts or omissions occurring during such term thereafter.
8. Provider must ensure their business is registered and remains in good standing with the Commonwealth of Kentucky Secretary of State for the duration of their partnership with Evolve502.
9. Provider acknowledges that Evolve502 does not own, have possession of, or is in any way responsible for the Sites or their condition and is not responsible for the actions of employees or contractors of those who own or have possession of the Sites. Provider agrees that it will deliver the Activities with its own personnel and at its and their own risk and that Evolve502's only liability to Provider shall be to pay the consideration set out in Section 5 and for damages of Provider (as limited under Section 9, below) resulting from the gross negligence or willful misconduct of Evolve502's employees who are otherwise acting within the scope of their employment at the Sites during the provision of Provider's Activities.
10. IN NO EVENT SHALL EVOLVE502 OR ANY OF ITS OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE TO PROVIDER, ITS OFFICERS, DIRECTORS OR EMPLOYEES OR CONTRACTORS FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

IN NO EVENT SHALL EVOLVE502'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PROVIDER PURSUANT TO THIS AGREEMENT.

# evolve502

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to the conflict of laws principles thereof.

This Agreement may be executed in one or more counterparts, including via facsimile or other electronic means, each of which shall constitute an original document, but all of which together shall constitute one instrument.

To accept the terms of this Agreement, please execute and return a counterpart of this Agreement, whereupon it will become a binding agreement between the parties hereto.

"Provider":

"Evolve502"

PROVIDER NAME

EVOLVE502, INC.

By: \_\_\_\_\_  
\_\_\_\_\_

By: Marland Cole \_\_\_\_\_

Name: \_\_\_\_\_

Name: Marland Cole

Title: \_\_\_\_\_

Title: Executive Director

## Exhibit A Job Description and Requirements

As an Enrichment Provider in connection with the 2025 Summer Success League, you will at all times adhere to the conduct requirements, as provided by Evolve502, which will include carrying out your duties as follows:

1. Attend required information sessions.
2. Arrive and depart CLH sites in a timely manner, as scheduled by Evolve502.
3. Notify Evolve502 with as much time as possible if your availability changes.
4. Treat others with respect.
5. Not discriminate against any person 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, disability, or limitations related to pregnancy, childbirth or related medical conditions.
6. Not bully others or participate in roughhousing, horse-play, or hazing.
7. Conduct myself as a positive role model and be responsible.
8. Set a good example by not using profanity or telling off-color jokes, and stories.
9. Not have in my possession tobacco, alcohol or illegal drugs.
10. Not have in my possession harmful objects without specific authorization, including but not limited to: knives of any kind (pocket, utility, etc.), lighters, matches, fireworks, explosives, firearms, weapons, etc.
11. Not have or display pornography or other sexually oriented materials including nudity in visual or written materials.
12. Be a responsible Provider and ensure participants are provided guidance towards a safe and fun experience.
13. Ensure that all participants are supervised at all times.
14. Ensure that all participants know that they must remain at the assigned "Community Learning Hub" facility at all times and are responsible for their behavior at all times.
15. See that all participants are involved in all activities. Make sure no one is excluded.
16. Be on the lookout for illness or injury that may require attention. Go with hurt or sick participants to the Community Learning Hubs staff no matter how minor the ailment.
17. Never discipline a participant by ridicule or physical punishment; patience and understanding works best.
18. Urge safety at all time. Take time to explain how and why to do something safely.
19. Be flexible with Evolve502 and Community Learning Hubs staff.
20. Comply with all laws and with all Jefferson County Public School policies and procedures.
21. Follow such additional guidance as is provided.

## EXHIBIT B JCPS Requirements

8. All individuals performing the Services under the Agreement are required to comply with KRS 160.380, which requires each such individual to (a) submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and (b) obtain a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
9. Provider shall prohibit any individual from performing the Services under this Agreement and from remaining on the premises of the Facility for any purpose if such individual has been convicted of the following:
  - a. Any conviction for sex-related offenses;
  - b. Any conviction for offenses against minors;
  - c. Any conviction for felony offenses except as provided in item f. below;
  - d. Any conviction for deadly weapon-related offenses;
  - e. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
  - f. Any conviction for violent, abusive, threatening or harassment related offenses; or
  - g. Any other convictions determined by the Evolve502 Contract Manager to bear a reasonable relationship to the ability of the individual to provide the Services.
10. Provider shall immediately notify the Evolve502 Contract Manager if it becomes aware that any individual providing the Services under this Agreement is convicted of, or pleads guilty to, one of the criminal offenses listed in item 2. above and shall cause such individual to immediately cease providing the Services under this Agreement and shall cause such individual not to remain on the premises of the Facility for any purpose under this Agreement.
11. Comply with all applicable laws and regulations in providing the Services, including, but not limited to, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, as amended.
12. Proselytizing: 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.
13. Comply with all Evolve502 rules, regulations, and policies of which it has been made aware, in its provision of the Services.
14. Comply with all stipulations of the Summer Success League program as specified by Evolve502.



## **APPENDIX E: Evolve502 Data Sharing Agreement Responsibilities**

### Duties of Evolve502:

- a. Evolve502 acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, 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, 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.
- b. If the performance of this Agreement involves the transfer by JCPS to Evolve502 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 and JCPS must manage the data transfer in accordance with FERPA requirements, and Evolve502 agrees to the following conditions:
  - i. If Evolve502 requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to Evolve502 before the JCPS IRB-approved informed consent process has been executed. In this case, Evolve502 does not function as an exception under FERPA. Evolve502 is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. Evolve502 must deliver copies of the signed authorization to JCPS upon request.
  - ii. If Evolve502 has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then Evolve502 shall:
    - (a) 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.
    - (b) 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 Evolve502 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.

- (c) 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.
  - (d) 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.
  - (e) 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 Evolve502 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.
- c. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
  - d. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
  - e. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with Evolve502 [lists of students, signed consent forms, etc]. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
  - f. If relevant, obtain signed non-disclosures (Attachment B) for each individual from Evolve502 responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
  - g. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
  - h. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
  - i. Acknowledges that JCPS retains the right to audit Evolve502's compliance with this agreement.

- j. Evolve502 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.
- k. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- l. 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.
- m. Require all Evolve502 employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
  - i. Any conviction for sex-related offenses.
  - ii. Any conviction for offenses against minors.
  - iii. Any conviction for felony offenses, except as provided 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.
  - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- n. Evolve502 shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement 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 findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- o. Evolve502 staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- p. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to Evolve502. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to

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Evolve502.

- q. Evolve502 will ensure that all confidential data in its possession and in the possession of any subcontractors or agents to which they may have transferred data are destroyed within forty-five (45) days after the data are no longer needed for the specified purpose as defined in this agreement, upon JCPS' request or upon termination of this agreement. Evolve502 agrees to provide written notice in an email to [jcps.irb@jefferson.kyschools.us](mailto:jcps.irb@jefferson.kyschools.us) within forty-five (45) days after the data is destroyed outlining the date of destruction along with method of destruction.



**APPENDIX F: Evolve502 Data Sharing Agreement Community Learning Hub Data Elements**

CASCADE data elements**	With valid organization agreement form and parental consent forms	Throughout the year as received
Learning Hub Student Demographics: Race, Gender, Grade, Lunch Status, LEP, and ECE	Count of students aggregated by Learning Hub sites for end of school year reporting.	End of school year
Learning Hub student assessment results	<ol style="list-style-type: none"> <li>1. iReady Reading and Math %Met Grade level aggregated by grade</li> <li>2. iReady Reading and Math students who showed growth overall</li> <li>3. iReady reading and Math students who showed growth aggregated by grade</li> </ol>	Fall, Winter, and Spring and End of Year
Learning Hub student assessment results	Most recent KSA Reading and Math Proficient/ Distinguished aggregated by grade	November and End of Year
iReady - % On Grade Level	District level (ES, MS, HS) student level (for students with parental consent)	October, January, June
BRIGANCE scores - % Ready	District level (ES)	November
<p><b>**The records to be released are the student's name, student JCPS ID number, school, grade level, State required assessment scores, district assessment scores, grades, attendance, suspensions, kindergarten readiness, transition readiness, and ACT scores for the current and prior school years.</b></p>		



## **APPENDIX G: Evolve502 Site Liaison Feedback Form**

### **Site Demographics**

- How many students were in attendance on your visit?
- How would you rate the facility's safety and cleanliness?
- Upon your observation, how would you rate the site's interactions with students?
- Upon your observation, how would you rate the site's overall structure and organization?

### **Tutor Feedback**

- Was the tutor in attendance?
- Is the tutor up to date with their data/attendance input?
- Upon your observation, how would you rate the tutor's interactions with students?
- How does the LEARNING HUB DIRECTOR rate the tutor's performance?

### **Reflections**

- Please provide any overall reflections of your site visit
- Are there any bright spots (site, student, tutor) you think we should follow up on for a potential story or feature? If you do not have a response, please put "N/A"
- Was there anything during your visit that you feel requires the IMMEDIATE attention of E502? Please describe. If you do not have a response, please put "N/A"