

MEMORANDUM OF MUTUAL UNDERSTANDING FOR COLLABORATION

Jefferson County Public Schools Adult and Continuing Education and Louisville Metro Department of Corrections

THIS AGREEMENT between the Louisville Metro Detention Center (hereinafter referred to as "LMDC") with its principal place of business at 400 South 6" Street, Louisville, KY 40202 and Jefferson County Public Schools (hereinafter referred to as "JCPS") with its principal place of business at 3332 Newburg Road, Louisville, KY 40218.

JCPS agrees to provide extended GED services on site at LMDC as outlined below for the period from July 1, 2026, through June 30, 2027.

JCPS currently provides GED services funded through Kentucky Adult Education. This collaborative agreement provides an outline of services for inmates at LMDC with the objective of providing opportunities for them to build their academic skills, earn credentials, and transition successfully to post-secondary or the workplace.

The total cost for LMDC for the Memorandum of Mutal Understanding for Collaboration project period is \$23,000. Upon agreement by both parties, may be added at a rate of \$78.00 per hour.

JCPS will:

- Provide up to 19.75 hours of instruction per week for the duration of the contract. Instruction will be funded through Kentucky Adult Education (herein after referred to as "KYAE") grant for instructional period July 1, 2026 - December 31, 2026, and paid for by LMDC for the instruction period between January 1, 2027 - June 30, 2027.
- Offer Professional Development for instructional staff.
- Conduct all TABE and GED Ready™ assessments.
- Provide all instructional materials and supplies.
- JCPS will invoice LMDC at the beginning of the instructional period for the total amount of \$23,000.

LMDC will:

- Provide funding for the instructional period between January 1, 2027 - June 30, 2027.
- Continue to provide a primary point of contact that will respond within 24 hours, check in with the instructors weekly, and attend GED staff meetings.
- Provide an appropriate classroom for the provision of services and maintain that classroom in good working order.
- Allow staff members to accompany instructors during recruitment.
- Provide bi-weekly Assessment and Advising sessions.

The JCPS contact person will be Ashley Janicki. Phone: (502)485-3400 or ashley.janicki@jefferson.kyschools.us

Either party has the right to terminate this agreement with 30 days' written notice. Parties may mutually agree to revisions of the terms as they deem desirable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as date listed above.

Dr. Brian Yearwood Date
Superintendent
Jefferson County Public Schools

Jerry Collins Date
Director
Louisville Metro Department of Corrections

ATTACHMENT A

Insurance Requirements

1. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

2. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - a. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - i. Premises - Operations Coverage
 - ii. Products and Completed Operations
 - iii. Contractual Liability
 - iv. Broad Form Property Damage
 - v. Independent Contractors Protective Liability
 - vi. Personal Injury
 - b. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
 - c. **AUTOMOBILE LIABILITY:** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
3. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with Insurance Companies with an AM. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

4. MISCELLANEOUS

Contractor to furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:
Louisville/Jefferson County Metro Government Office of Management and Budget
Procurement Division
611 West Jefferson Street
Louisville, Kentucky 40202