

Addendum

Mutual Understanding of Collaboration

**Between Jefferson County Public Schools Adult and Continuing Education and
the Jefferson Community and Technical College**

This Memorandum of Understanding is entered into as of the 15th day of August, 2012 by and between the **Board of Education of Jefferson County, KY** (the Board), 3332 Newburg Road, Louisville, Kentucky 40218, and the **Jefferson Community and Technical College** (JCTC), 109 East Broadway, Louisville, Kentucky 40202. The Board of Education of Jefferson County, KY is a public and political subdivision of the Commonwealth of Kentucky. The Jefferson Community and Technical College is a constituent part of the **Kentucky Community and Technical College System**, 300 North Main Street; Versailles, Kentucky 40383.

Witnesseth:

Whereas, the Board of Education of Jefferson County, KY and the Jefferson Community and Technical College both have statutory missions which include the delivery of educational services to adults in Metro Louisville, and

Whereas, both parties are committed to the enrollment and educational attainment goals adopted by the Workforce Investment Board (KentuckianaWorks), the Department for Adult Education and Literacy, the Kentucky Community and Technical College System (KCTCS), and the Council on Postsecondary Education; and

Whereas, both parties, working in partnership, have complementary strengths and resources in adult and developmental education and are committed to maximizing the use of these strengths and resources for the good of the community; and

Whereas, both parties are committed to working together to meet the workforce needs of current and future business and industry in the Metro Louisville area; and

Whereas, both parties have already established a working relationship which includes cooperative efforts at Ahrens Adult Education Center, and JCTC locations;

Now Therefore, in consideration of the premises and the mutual covenants and conditions contained herein, the parties hereby enter into the following basic agreement;

1. To continue with established concurrent enrollment opportunities for JCTC and Board of Education of Jefferson County, KY adult education students.
2. To continue to transition GED students into post-secondary education, as well as JCTC students whose entrance exam scores in Reading, Math, Writing and English as a Second Language (ESL) fall below the minimum score established.
3. To continue the comprehensive "interagency referral system" which includes but is not limited to an agreement on the referral and placement of incoming students who are assessed in reading, mathematics and writing using TABE and/or COMPASS. ESL students will be referred using the ESL COMPASS.

- 4. To continue with GED graduate recruitment initiatives that will include contacts with GED graduates, identification of scholarship funds for selected GED graduates and a presence at GED graduation ceremonies.
- 5. To review and evaluate the assessment, referral, and placement procedures utilized jointly by JCTC and the Board.
- 6. To promote the seamless transition into college by holding EES classes on the college campus.
- 7. To promote effective placement into EES classes. JCTC will assist EES staff, who are responsible for TABE-Testing and registering students into EES Reading, Writing and Math classes. The Board will provide a staff person to assist with ESL advising during the late registration week with hours not to exceed 19.75 per registration period.
- 8. To identify key research markers that will provide sufficient data to fully evaluate student and program success. Internal and external data will be used.
- 9. To utilize the results of the above-mentioned research to improve the policies, procedures and instructional methodologies of this joint venture.
- 10. To evaluate and strengthen the services provided by the GED Testing Center located at JCTC.
- 11. To continue with the joint steering committee and hold at least two meetings per academic semester to evaluate the status of the relationship and determine any necessary changes and improvements. The joint steering committee will be co-chaired by the Director of the Board (or their designee) and the President and CEO of JCTC (or their designee). The Chancellor of the KCTCS (or their designee) will be an ex-officio member. In addition, the committee will also include but not be limited to the following people: JCTC Provost, JCTC Academic Deans, JCTC Division Chair of Reading and Academic Success, JCTC Department Head of ESL, JCTC Department Head of Developmental Math, JCTC Department Head of Developmental English, JCTC Coordinator of Developmental Education, JCPSAE Specialist and JCPSAE Special Programs Coordinators for Adult Basic Education/ESL.
- 12. To continue to explore ways to generate monies for GED test fees and college tuition for GED graduates.
- 13. To develop joint marketing strategies that will advance and enhance this initiative. All marketing and promotion materials will be jointly approved.
- 14. JCTC Will provide data to the Board on students enrolled and attending JCTC with the following exceptions:
 - Students under the age of 18.
 - Students enrolled at a correctional facility.
 - Any student requesting privacy under FERPA.

Specific data provided on each student will include but not be limited to:

- First, Middle, Last Name of Student
- College Status (first time freshman, transfer student from 2-year or 4-year institution, reverse transfer from U of L
- Full-time/Part-time (number of credit hours/semester)
- Major
- GPA

The College will work with Board Staff to facilitate the coordination of data transfer between both entities.

The Board agrees to the following:

- A. The Board shall not access or otherwise use JCTC student data except for the purposes directly connected with the assessment and operation of the EES Partnership and in accordance with JCTC statutes and regulation.
 - B. The Board shall maintain all JCTC student information in a confidential manner in accordance with all applicable JCTC regulations and state and federal law, including, but not limited to the privacy and security regulations pursuant to the Family Education Rights and Privacy Act (FERPA).
 - C. The Board shall from time to time share reports on the effectiveness of the EES Partnership with JCTC.
15. To share professional expertise by allowing both JCTC and the Board faculty and staff to attend both JCTC and Board professional development opportunities.
16. This basic agreement is effective from September 1, 2012 until June 30, 2013, and is renewable on an annual basis thereafter. The basic agreement will be evaluated jointly as necessary. Therefore, any necessary changes and improvements in the basic agreement will also be agreed to by the steering committee. The details of the relationship, described in the Appendix A, may be modified at any time upon the authority of the co-chairs of the Joint Steering Committee as long as these modifications are consistent with the basic agreement described in the document.

Witness the agreement of the parties hereto, as of the date first written above.

Jefferson Community and Technical College

Board of Education of Jefferson County, KY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM

LEASE AGREEMENT

LEASE/PR NO.	PR-00153 Jefferson County	COLLEGE	Jefferson Community & Technical College
INITIAL ENCUMBRANCE		CAMPUS	
ANNUAL ENCUMBRANCE	\$0	DATE	July 25, 2012
VENDOR NO.		ACCOUNT NO.	

THIS LEASE, entered into between: the **Board of Education of Jefferson County, KY**, whose address is: **3332 Newburg Rd., Louisville, KY 40218** his heirs and assigns, hereinafter called the "Lessee", and the **KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM**, hereinafter referred to as the "KCTCS".

WITNESSETH, that for the consideration hereinafter mentioned, the parties hereto agree as follows:

1a. KCTCS hereby leases to the Lessee and agrees to keep in quiet and peaceful possession the following described premises with its appurtenances located in the **JCTC downtown campus VTI Building, rooms 202A (1,289 square feet) and 201 (1,163 square feet) and the Southwest Campus Humanities Building, room 105 (720 square feet)** in the County of **Jefferson**.

1b. Said premises currently consisting of approximately **3,172** square feet total and to be rented at the cost of **\$0** per square foot. The space will be used by the Lessee for **classroom** space. **See attached Addendum.**

2. The Lessee agrees to pay rent to the KCTCS for the leased premises at the rate of **\$0**.

3. Subject to the limitations imposed by law and as provided in paragraphs 5 and 6 of this Lease, the term during which the Lease shall be effective and begin **July 1, 2012** and end **June 30, 2013**.

4. This Lease shall be extended automatically upon the same terms and conditions herein for further periods of 12 months, not to exceed **0** extension period(s); no extension shall prolong the period of occupancy of the leased premises beyond the **June 30** day of **2013**. The Lessee understands that the KCTCS's funds cannot be committed beyond its current fiscal year and its applicable appropriation, and the related allotment from rental payments will be made. this Agreement shall be modified and/or amended only by a written amendment and executed by both parties

5. The KCTCS or the Lessee shall further have the right to terminate this Lease at any time upon **30** days written notice, time to be computed from date of mailing notice; termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.

6. The Lessee agrees not to assign this Lease, or to sublet the premises except to a desirable tenant and for a similar purpose with KCTCS's consent, and will not permit the use of the premises by anyone other than the KCTCS sub-lessee, and the agents and servants of the KCTCS, or such sub-lessee.

7. The Lessee shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additional structures or signs in or upon the leased premises, provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with rights granted to other tenants on the property or in the building in which the premises are located. Fixtures, additions, structures or signs placed in or upon or attached to the premises shall remain the KCTCS's property and may be removed by it prior to the termination of this Lease with KCTCS's consent.

8. Unless otherwise specified, KCTCS shall maintain the premises in good repair and tenantable condition, including heating and/or air conditioning equipment, except in case of damage arising from the negligent acts of the Lessee's agents or employees. For the purpose of maintaining the premises and to make necessary repairs, the KCTCS reserves the right to enter and inspect the premises at reasonable times.

9. The Lessee agrees to take good care of the premises and to return them at the expiration of their Lease in as good order as received, ordinary wear and tear and natural decay excepted.

10. KCTCS shall be responsible for procuring and continuously maintaining casualty and liability insurance on the leased premises. KCTCS will maintain contents insurance for all KCTCS owned equipment. The Lessee shall be responsible for owned contents insurance,

11. If the premises are destroyed by fire or other casualty, this Lease shall immediately terminate. In case of partial destruction or damage so as to render the premises untenable, the KCTCS may terminate or suspend this Lease by giving written notice to the Lessee within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the KCTCS after the date of such partial destruction or damage until such damage is repaired and premises are considered tenantable.

12. It is agreed by the parties hereto that if any one of the provisions of this Lease shall contravene or be invalid under the laws of the Commonwealth of Kentucky, such contravention or invalidity shall not invalidate the whole Lease, but it shall be construed as if not containing that particular provision or provisions, and the rights and obligations of the parties shall be construed accordingly.

13. The Lessee certifies by his signature hereinafter affixed that he ("he" is construed to mean "they" if more than one person is involved; and, if a firm, partnership, corporation, business trust or other organization is involved, then "he" is construed to mean any person with an interest therein) is legally entitled to enter into contracts with the Kentucky Community and Technical College System and that by holding and performing this contract will not be violating either any conflict of interest statute (KRS-45A.330 - 45A.340 or 45A.990) of the Executive Branch Code of Ethics, KRS Chapter 11A, or any other applicable statute or principle by the performance of this Lease, or will he realize any unlawful benefit or gain directly or indirectly from it. The Lessor further certifies that he has not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Agreement he will not be in violation of the campaign finance laws of the Commonwealth.

14. The Lessee agrees to notify the KCTCS of all persons owning or upon any change or transfer of ownership involving 5% or more in stock, in partnership, business trust, or corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.

15. The Lessor shall comply with all standards set by the Department of Housing, Buildings and Construction, Division of Building Codes Enforcement, and that of the Kentucky Occupational Safety and Health Standards Board and the Americans with Disabilities Act (ADA).

16. All state contracts, as defined in KRS 45A.030(7), shall contain the following language: "The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. (22 Ky.R. 1510; eff. 5-16-96; 30 Ky.R. 682; 1468; eff. 1-5-2004; 36 Ky.R. 1300; 2177; eff. 6-4-2010

IN WITNESS WHEREOF, the parties hereto have subscribed their names:

KCTCS OFFICE OF FACILITIES MANAGEMENT

LESSOR

KCTCS CHANCELLOR

ADDRESS

VICE PRESIDENT, KCTCS

ATTORNEY, KCTCS

APPROVED THIS _____ DAY OF _____ 2012

When executed by the KCTCS Vice President of Finance, this instrument constitutes a finding and order, pursuant to KRS Chapters 45A and 56, that the leased property is needed for use by the Kentucky Community and Technical College System. All correspondence and inquiries regarding this Lease are to be directed to the KCTCS, Attn: Chris Brumett, 300 North Main Street, Versailles, KY, 40383, phone 859/256-3224.