

Addendum

Mutual Understanding of Collaboration

**Between Board of Education of Jefferson County, Kentucky and
the Jefferson Community and Technical College**

This Memorandum of Understanding is entered into as of the 1st day of July 2016, 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 Vice President of Academic and Student Affairs, JCTC Dean of Transfer Education, JCTC Department Chair for Reading, JCTC Department Head for ESL, JCTC Department Head for Developmental Math, JCTC Department Head for English, Jefferson County Public Schools Adult 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

All student personal data shall remain confidential and shall not be disclosed verbally or in writing to an unauthorized third party.

All data that identifies individual students shall be maintained by designated JCPS representatives in a secure manner. Those with access to identifiable student information from student education records shall not be shared with individuals other than the designated JCPS representatives. The College will work with JCPSAE Staff to facilitate the coordination of data transfer between both entities.

The Board agrees to the following:

- A. All data sharing activities shall adhere to the Family Educational Rights and Privacy Act (FERPA) and its amendments.
 - B. 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.
 - C. 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).
 - D. The Board shall from time to time share reports on the effectiveness of the EES Partnership with JCTC.
 - E. Marketing/Advertising purposes: No unit data submitted by JCTC will be utilized in marketing campaigns without the express permission of the student and/or the student's parents/guardians.
15. To the extent that either party to the agreement (the "receiving party") receives from the other party to this agreement (the "disclosing party") Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932, and 61.933 (the "Act"), the receiving party shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as the disclosing party's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the disclosing party of a security breach relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and the receiving party abides by the requirements set forth in that exception, and (iv) cooperating with the disclosing party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act. (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by the receiving party; and (vi) at the disclosing party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigations.
16. To share professional expertise by allowing both JCTC and the Board faculty and staff to attend both JCTC and Board professional development opportunities.

17. This basic agreement is effective from July 1, 2016 until June 30, 2017, 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 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. This agreement may be terminated with thirty (30) days written notice by either party.

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: Gary W. Dryden Jr.

Name: _____

Gary W. Dryden Jr.

Chief Financial Officer

Title: _____

Jefferson Community and Technical College

Date: 10-6-16

Date: _____

KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM
LEASE RENEWAL AGREEMENT

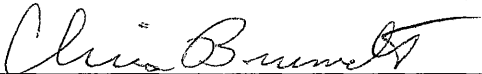
1. Subject to the limitations imposed by law and the terms set forth in the original Lease Agreement, and as designated below by signature of the parties (or their representatives), the following described Lease Renewal Agreement by and between the Kentucky Community and Technical College System, KCTCS, and the **Lessee, Jefferson County Public Schools Adult and Continuing Education**, by mutual agreement, is hereby renewed at the same terms and conditions for further periods of twelve (12) months not to extend beyond June 30: (please check one)

☒ 2017 _____ ☐ 2018 _____ ☐ 2019 _____ ☐ 2020 _____
☐ 2021 _____ ☐ 2022 _____ ☐ 2023 _____


The annual base rental rate shall remain **\$0**.

LEASE NUMBER: PR-00153	Location: JCTC Downtown Campus: Chestnut Hall, room 209, 624 square feet, classroom space Chestnut Hall, room 211, 1000 square feet, office space Chestnut Hall, room 213A, 1045 square feet, classroom space
COUNTY: Jefferson	
ORIGINAL DATE OF PRESENT TERMS: 07-01-12	
ADDENDUM ATTACHED: (Lessee must sign Addendum if attached)	

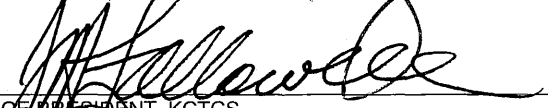
2. The Lessee agrees to notify the KCTCS of all persons owning, or upon any change or transfer of ownership involving five percent (5%) or more in stock, in partnership, in business trust, or in corporation, including silent or limited partners. Non-compliance may result in termination of the Lease Agreement.
3. The Lessee acknowledges that the property may be reinspected by the Division of Building Codes Enforcement and must comply with all applicable standards (life safety and ADA accessibility).
4. The Lessee certifies by their 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 Commonwealth of Kentucky 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 Lessee further certifies that they have not knowingly violated any provision of the campaign finance law of the Commonwealth, and that by entering into this Lease Renewal Agreement he will not be in violation of the campaign finance laws of the Commonwealth.



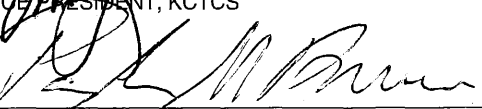
KCTCS, OFFICE OF FACILITIES SUPPORT SERVICES



KCTCS CHANCELLOR



VICE PRESIDENT, KCTCS



ATTORNEY, KCTCS

LESSEE

LESSOR'S CURRENT PHONE NUMBER

NEW ADDRESS (If Applicable)

Annual cost \$0

All correspondence and inquiries regarding this Lease Modification Agreement are to be directed to the KCTCS, Office of Facilities Management, 300 North Main St., Versailles, Kentucky 40383, phone 859-256-3224.