

Memorandum of Agreement

Jefferson Community and Technical College ("JCTC"), an educational institution of the Kentucky Community and Technical College System ("KCTCS"), and Jefferson County Board of Education, a Kentucky public school district operating under the name of the Jefferson County Public Schools ("JCPS"), hereby enter into this Memorandum of Agreement ("Agreement") dated May 15, 2019.

Recitals

- A. JCTC is acting in an operational capacity to manage a grant-funded effort to expand the availability of and enrollment in dual credit courses managed between JCTC and JCPS for JCPS' junior and senior students ("Accelerate 2 College Program").
- B. JCTC seeks to promote environments and support methods to increase the college-going rate of high school graduates, and increase college success and retention rates.
- C. Both parties wish to work together to ensure the success of focused improvements to the JCTC-based dual credit opportunities available to JCPS students.

Terms and Conditions

1. **Term:** The term of this Agreement shall commence on May 15, 2019 and shall conclude on December 31, 2020, unless terminated by either party as provided herein.
2. **Termination:** Either party may terminate this Agreement with or without cause at any time with at least thirty days' written notice to the other party, except that no termination shall affect any obligations or responsibilities already assumed and begun that, if cancelled and not completed, would adversely affect students and faculty. Upon termination, both parties will work together to limit any negative effects of termination.
3. **Amendment:** This Agreement may only be modified by mutual written agreement.
4. **JCPS' Responsibilities:** JCPS shall assume the following responsibilities:
 - A. Work with JCTC to develop and offer new English and Math courses, based on JCTC's developmental Math and developmental English courses, to JCPS students eligible for the dual credit program. The courses shall be added to JCPS' "junior" year curriculum as a preparatory course for dual credit in the JCPS student's senior year. The courses may be used in the senior year of high school as a college preparatory offering.
 - B. Work with JCTC to survey JCPS teacher credentials and school labs to determine if there is more dual credit capacity than is currently known. This includes: explaining to teachers how anticipated/required additional credentials may be attainable; determining whether a classroom or lab is equipped to JCTC standards and is available for dual credit courses.
 - C. Implement and co-evaluate the Accelerate 2 College Program pilot efforts in select schools during the trial period.
 - D. Provide invoices every three months to JCTC identifying costs, as agreed to by both parties to this Agreement, associated with professional training and course development incurred by JCPS teachers performed under this Agreement.
5. **JCTC's Responsibilities:** JCTC shall assume the following responsibilities:
 - A. Provide as a model for JCPS' new English and Math classes those classes that JCTC currently offers to JCTC students whose skills are not sufficient for college level work.

- B. Help ensure that JCPS teachers who are instructing dual credit courses have a better peer-to-peer relationship with JCTC faculty, such as through improved connections to and communications with respective JCTC academic departments.
 - C. Assist JCPS with the implementation and evaluation of Accelerate 2 College Program pilot efforts in schools during the trial period.
 - D. Make payment to JCPS within thirty days' receipt of invoice from JCPS.
6. **Timeline:** Both parties shall ascribe to the following timeline:
- Spring/Summer 2019: This Agreement is executed, and development of JCPS' new English and Math courses are completed.
- Fall Semester 2019: A pilot group of classes is presented in select JCPS schools.
- Summer 2020: The pilot classes are evaluated, with a subsequent determination on whether a full implementation will be offered across JCPS. If full implementation is determined, both parties shall organize an Accelerate 2 College Program meeting between affected JCPS instructors and JCTC faculty.
- Fall Semester 2020: If so determined, full implementation of Accelerate 2 College Program courses begins across JCPS, with improved peer-to-peer relations between JCPS teachers and JCTC faculty.
7. **Student Data:** JCTC and JCPS shall maintain academic, performance, and attendance records of students participating in the Accelerate 2 College Program, and may share such records in accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and/or the written authorization of the students.
- To the extent either party receives 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 ("Act"), the parties 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 JCTC's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the other party of a security breach relating to Personal Information in the possession of the other party or its agents or subcontractors within seventy-two hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and the party abides by the requirements set forth in that exception; and (iv) cooperating with the other 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 other party; and (vi) at the relevant party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.
8. **Notice:** Any notice, demand, or consent required or permitted to be given hereunder shall be effective upon delivery if hand-delivered, if sent by registered or certified mail with return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, at the address(es) set forth below or such other address(es) as either party may designate in writing:

To JCTC:

Jefferson Community and Technical College
Office of Grants and Contracts
109 E Broadway
Louisville, KY 40202

To JCPS:

Jefferson County Public Schools
Office of the Superintendent
3332 Newburg Rd
Louisville, KY 40218

With copy to:

Jefferson Community and Technical College
Vice President for Academic Affairs
109 E Broadway
Louisville, KY 40202

With copy to:

Jefferson County Public Schools
Director, Post-Secondary Planning
3332 Newburg Rd
Louisville, KY 40218

Electronic mail shall not constitute written notice.

9. **Dispute Resolution:** The parties do not expect any unresolvable disputes to arise between them under this Agreement. However, to the extent such disputes may arise, the parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America and the Commonwealth of Kentucky, without regard to otherwise applicable choice of law provisions.

In the event of a dispute, the chief executive officers or the authorized designates of each party shall meet as soon as practicable to negotiate a resolution. If no resolution can be achieved, the parties agree to resolve any disputes between them in Jefferson County, Kentucky by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute may be filed in Jefferson County court.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Jefferson County, Kentucky courts to prevent an imminent, irreparable harm.

10. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Each party understands and agrees that JCTC, as an institution of KCTCS, is a Kentucky public agency and any and all allegations and claims for negligence against JCTC or KCTCS arising from actions taken under this Agreement shall be brought before the Kentucky Claims Commission pursuant to Chapter 49.

Approval

In testimony whereof, witness the duly authorized signatures of the parties hereto:

Jefferson County Board of Education

Martin Pollio
Superintendent

Date

Jefferson Community and Technical College

Ty Handy
President

Date

4/5/19