

March 16, 2020

Bill Hogan
Boone County Schools
Northern Kentucky Ignite Institute
Director of Innovative Programs
37 Atlantic Avenue
Erlanger, KY 41018

Dear Mr. Hogan:

The ECU OTI Education Center (ECU OTIEC), looks forward to potential collaboration to conduct OSHA authorized numbered courses at Boone County Schools' Ignite Institute campus. The following courses may be offered during the term of this agreement, July 1, 2020 to June 30, 2021. All prices are per student.

5 Day Courses - \$850/Student

Correctional Safety Officer Certificate Program
OSHA 5410: OSHA Standards for Maritime Industry

4 Day Courses - \$800/Student

OSHA 501: General Industry Trainer
OSHA 511: General Industry Standards
OSHA 500: Construction Trainer
OSHA 510: Construction Industry Standards
OSHA 521: OSHA Guide to Industrial Hygiene
OSHA 2015: Hazardous Materials
OSHA 2045: Machinery & Machine Guarding Standards
OSHA 2225: Respiratory Protection
OSHA 3095: Electrical Standards
OSHA 5400: Maritime Trainer

3 Day Courses - \$650/Student

OSHA 502: Update for Construction Trainers
OSHA 503: Update for General Industry Trainers
OSHA 2255: Principles of Ergonomics
OSHA 3015: Excavation, Trenching, & Soil Mechanics
OSHA 3115: Fall Protection
OSHA 5402: Update Maritime Trainers
OSHA 6005 Collateral Duty Course for Other Federal Agencies

3 Day Courses - \$750/Student (additional equipment expense)

OSHA 2264 Permit-Required Confined Space
OSHA 3085 Principles of Scaffolding

1 Day Courses - \$250/Student

OSHA 7XXX Tier Courses (see Addendum A)

1. These courses will be listed on the ECU OTIEC website as well as any Boone County Schools' Ignite Institute promotional materials and website. All student registration will go through osha.ecu.edu
2. Registration fees will be collected per student by the ECU OTIEC.
3. The revenue from student registration fees will be shared as follows:
 - a. For all \$850 courses ECU will keep \$650 and Boone County Schools' Ignite Institute will receive \$200 of each paid student registration
 - b. For all \$800 courses ECU will keep \$600 and Boone County Schools' Ignite Institute will receive \$200 of each paid student registration.
 - c. For all \$750 courses ECU will keep \$550 and Boone County Schools' Ignite Institute will receive \$200 of each paid student registration.
 - d. For all \$650 courses ECU will keep \$500 and Boone County Schools' Ignite Institute will receive \$150 of each paid student registration.
 - e. For all \$250 courses ECU will keep \$200 and Boone County Schools' Ignite Institute will receive \$50 of each paid student registration.
4. At the conclusion of the courses, ECU will remit a lump sum payment to Boone County Schools' Ignite Institute to reflect its portion of the revenue share as noted above.
5. ECU OTIEC will provide instructors and manuals for the program(s).
6. Boone County Schools' Ignite Institute will provide classroom logistics for technology needs.
7. ECU OTIEC reserves the right to cancel the program within 10 business days notice if there are less than 10 registrants in any class.
8. Boone County Schools' Ignite Institute shall obtain the written approval of ECU OTIEC of any promotional materials for the program, before they are disseminated via hard copy or electronically.
9. ECU OTIEC shall be responsible for providing course completion certificates, administering exams, and course follow-up requirements. Student records to include course sign-in sheets, comment cards, and course evaluations shall be collected by ECU OTIEC staff, or a designee, after each class is completed.
10. ECU OTIEC will be responsible for instructor compensation.
11. Boone County Schools' Ignite Institute will provide all ECU OTIEC instructors with an information packet regarding Boone County Schools' Ignite Institute's policies, procedures and emergency preparedness plan.
12. ECU OTIEC will provide Boone County Schools' Ignite Institute with course descriptions for marketing purposes.
13. ECU OTIEC will provide a student count to a designated Boone County Schools' Administrator prior to class for setup/planning purposes and for Boone County Schools' respective data reporting.

14. It is expressly agreed that Boone County Schools and EKU shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.
15. Boone County Schools agrees to indemnify, defend, and hold harmless EKU, its officers, agents, and employees from any claims for losses in connection with performance of the agreement; any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of EKU, its officers or employees in the performance of this agreement, any claims or losses resulting to any person or firm injured or damaged by Boone County Schools, its officers or employees in the performance of this agreement.
16. This Agreement shall be governed by Kentucky law and any claim relating to this agreement shall only be brought in the Franklin Circuit Court.
17. Upon expiration of this written agreement, both parties may review for an agreed upon extension period and rates.

We at Eastern Kentucky University look forward to working with you to offer quality safety and health training on-site at Boone County Schools' Ignite Institute campus.

EKU Interim President David McFaddin
Eastern Kentucky University
521 Lancaster Ave
Richmond, KY 40475

By **signing below** you acknowledge your agreement to the contents hereof.

Accepted and Agreed to by:

Representative for EKU: _____

Title: _____

Date: _____

Representative for Boone County Schools: _____

Title: _____

Date: _____