

**Jefferson County Public Schools
Memorandum of Agreement**

This Memorandum of Agreement (“MOA”) is entered into between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (“JCPS”) and Jefferson Community Technical College (JCTC”) an educational institution of the Kentucky Community and Technical College System (“KCTCS”), with its principal place of business at 109 E. Broadway, Louisville, Kentucky 40202.

WITNESSETH:

Whereas, JCPS desires to procure certain services of JCTC, which are more fully described below; and

Whereas, JCTC, through KCTCS, provides Pre-Employment Transition Services (“Pre-ETS”) services funded by a grant with the Commonwealth of Kentucky, and has held itself out to be competent and capable of performing the services desired by JCPS;

Now, therefore, in consideration of the premises, the mutual promises, covenants and conditions contained in this MOA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and JCTC (individually, a “Party” and collectively, the “Parties”) agree as follows:

ARTICLE I

Entire Agreement; Amendments

This MOA is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the Effective Date, as defined below, of this MOA for JCTC’s provision of Pre-ETS services. This MOA may not be amended or modified except in writing as provided in Article VII. This MOA is supplemented by the Procurement Regulations of JCPS currently in effect (the “Regulations”), which are incorporated by reference into and made a part of this MOA. In the event of a conflict between any provision of this MOA and any provision of the Regulations, the provision in the Regulations shall prevail.

ARTICLE II

Services

During the Term, as defined below, JCTC will perform (a) the services set forth in Exhibit A, which is attached to and incorporated by reference into and made a part of this MOA, and (b) such other Pre-ETS services that are agreed in writing by JCPS and JCTC during the Term in an addendum to this MOA as provided in Article VII (collectively, the “Services”). In no case shall JCTC provide Services that are in conflict with or otherwise do not comply with its obligations under its grant funding agreement with the Commonwealth of Kentucky.

ARTICLE III

Compensation

JCPS shall have no financial responsibility for payment of compensation to JCTC for the performance of the Services. In no event will JCTC directly bill JCPS or a JCPS student, parent or guardian for the performance of any Services.

ARTICLE IV
Term of MOA; Renewal

This MOA shall be retroactively effective on July 1, 2018. JCTC shall begin performance of the Services on any date after the Effective Date, and shall complete the Services no later than June 30, 2021 (the “Term”). At the sole option of JCPS, this MOA may be renewed for one or more additional one-year terms, upon written notice from JCPS to JCTC at least 30 days prior to the end of the original term or any renewal term.

ARTICLE V
Performance of Services by JCTC

A. The Services shall be of a quality and shall be performed in a manner that is within the highest standards of JCTC’s profession or business. The Services shall be performed by JCTC, and in no event shall JCTC subcontract with any other person to aid in the completion of the Services without the prior written approval of the MOA Administrator, as defined below.

B. JCTC shall appoint one person who shall be responsible for reporting to JCPS on all Services performed under the terms of this MOA and who shall be available for consultation with the MOA Administrator.

C. JCTC shall be an independent Contractor of JCPS for all purposes of this MOA. Nothing in this MOA is intended to create an employer-employee relationship, joint venture relationship, or partnership between JCPS and JCTC or any personnel assigned to this project by JCTC, and the Parties shall characterize their relationship as an independent Contractor relationship for tax purposes and all other purposes. JCPS shall have the right to exercise control and direction as to the results only and not as to the methods by which JCTC performs or otherwise provides the Services, it being recognized that JCTC will be exercising JCTC’s independent judgment. JCTC and any personnel assigned to this project by JCTC shall have no claim under this MOA or otherwise against JCPS for workers’ compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. JCPS shall not withhold on behalf of JCTC, or in any way be responsible for the payment of, any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers’ compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of JCTC, and all such withholdings, payments, or obligations shall be the sole responsibility of JCTC. JCTC warrants that JCTC will not take a position that is inconsistent with such independent Contractor status, including in any court proceeding. This Article V(C) shall survive the termination of this MOA.

D. JCTC shall at all times during the Term (a) comply with all applicable federal, state and local statutes, regulations, ordinances, and (b) obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

E. To the extent permitted by Kentucky law and without waiving any available defenses, JCTC shall (a) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including JCTC and any personnel assigned to this project by JCTC, in connection with the performance of this MOA, and (b) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses

incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to JCTC in connection with the performance of this MOA. This Article V(E) shall survive the termination of this MOA.

F. JCTC shall require and verify that all employees/Contractors of JCTC performing Services under this MOA are covered by professional liability insurance in amounts no less than \$1,000,000 per occurrence/\$3,000,000 in the aggregate and shall provide certificates of insurance evidencing this coverage to the MOA Administrator.

ARTICLE VI Equal Opportunity

During the Term, JCTC shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

ARTICLE VII Changes

JCPS and JCTC may at any time, by mutual agreement set forth in a written addendum to this MOA, make changes in (a) the definition of the Services, (b) the scope of the Services, and (c) the time within which the Services are to be performed.

ARTICLE VIII Termination for Convenience of JCPS

JCPS may terminate this MOA in whole or in part at any time by giving written notice to JCTC of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. Upon termination, the rights and obligations of the Parties shall be as set forth in Article X.

ARTICLE IX Termination for Default

JCPS may, by written notice of default to JCTC, terminate the whole or any part of this MOA, upon (a) the commission by JCTC or any personnel assigned to this project by JCTC of any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or assisting or participating in or knowingly benefitting from any act by any employee of JCPS which is a violation of such provisions, (b) an occurrence of dishonest, fraudulent or illegal conduct or misappropriation of JCPS funds by JCTC or any personnel assigned to this project by JCTC, (c) the indictment or entry of a guilty plea or a plea of no contest to a felony offense by JCTC or any personnel assigned to this project by JCTC, or (d) a material breach of this MOA by JCTC, provided that JCPS has first given written notice to JCTC describing the breach with reasonable specificity and demanding that JCTC take action to cure the breach, but JCTC has failed to cure the breach within the period of 10 days after JCTC's receipt of such notice. Upon termination, JCPS may secure the required services from another Contractor. The rights and remedies of JCPS provided in this Article shall not be exclusive and are in addition to the rights and remedies of JCPS under Article X of this MOA or as provided by law.

ARTICLE X

Obligations Upon Termination

Upon the termination of this MOA under either Article VIII or Article IX, (a) each Party shall be required to carry out any provisions which contemplate performance by or impose obligations on such Party after the effective date of termination, including, without limitation, Articles V(C), V(E), XII, XIII, XV, XVI(D) and XVI(F), (b) termination shall not affect any liability or other obligation which has accrued prior to the effective date of termination, including, with limitation, any liability or loss or damage on account of a breach of this MOA, and (c) JCPS shall have no obligation to pay any compensation to JCTC for periods after the effective date of termination, except the obligation to pay any compensation that accrued before the effective date of termination.

ARTICLE XI

Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this MOA, or any addendum entered into under Article VII of this MOA, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII

JCTC's Work Product

Unless waived in writing by the MOA Administrator, JCPS shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by JCTC under this MOA. JCTC agrees that the Works are "works for hire" and JCTC assigns all right, title and interest in the Works to JCPS. This Article XII shall survive the termination of this MOA.

ARTICLE XIII

Proprietary Information

At all times during the Term and thereafter, JCTC and all personnel assigned by JCTC to this project will hold in strictest confidence and will not disclose, use, or publish any Proprietary Information, as defined below, of JCPS except as such disclosure, use or publication may be required in connection with JCTC's performance of the Services, or unless JCPS expressly authorizes such disclosure, use or publication in writing. The term "Proprietary Information" shall mean all information, data and records relating to JCPS's business, business plans, trade secrets, financial statements, services, personnel information, student information, and any other proprietary information of JCPS which JCPS treats as confidential with respect to the general public. For purposes of this Article XIII, the term "Proprietary Information" shall not include information that JCTC can show by competent proof (a) was known to JCTC prior to disclosure by JCPS and not subject to a duty or obligation of confidentiality or nondisclosure on the part of JCTC; (b) was generally known to the public at the time JCPS disclosed the information to JCTC; (c) became generally known to the public after disclosure by JCPS through no act or omission of JCTC; (d) was disclosed to JCTC by a third party having a bona fide right both to possess the information and to disclose it to JCTC; or (e) is otherwise public information under applicable law. Upon the termination of this MOA for whatever reason, JCTC will deliver to JCPS, or if agreed by JCPS in writing will destroy, all data, records, reports, summaries, plans, notes, memoranda and documents, together with all copies thereof (whether in tangible or

intangible form), and any other material containing or disclosing any Proprietary Information of JCPS. This Article XIII shall survive the termination of this MOA.

ARTICLE XIV MOA Administrator

A. JCPS shall appoint a MOA Administrator for the purposes of daily administrative decision-making pertaining to this MOA. If JCTC and the MOA Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this MOA, JCPS shall resolve the matter after notification by either the MOA Administrator or the JCTC in the manner prescribed by the Regulations. If JCPS fails to give notice to JCTC of the appointment of a MOA Administrator, the MOA Administrator shall be the JCPS Supervisor of Exceptional Child Education (“ECE”) Programs.

B. The MOA Administrator shall be responsible for compliance by JCPS personnel with the following obligations of JCPS under this MOA:

1. Identify students who are in need of Services and make referrals to JCTC;
2. Collaborate with JCTC to schedule mutually convenient Pre-ETS sessions under the supervision of JCPS school-based staff;
3. Communicate building procedures to be followed upon site visits.
4. Provide adequate space that is free from interruption for individual and group Pre-ETS sessions (ideally furnished with tables and chairs allowing students to work individually and in small groups, as appropriate);
5. Ensure students are in the designated Pre-ETS area by the starting time of each session;
6. Ensure teachers are aware of and encourage students’ participation, as needed;
7. Ensure students are aware they are required to complete any and all class work missed as a result of their attendance; and
8. Require all employees, Contractors or agents of JCTC performing services under this MOA to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees, Contractors or agents convicted of any of the following, per JCPS Board Policy 03.6, shall not be permitted to provide Services:
 - Any conviction for sex-related offenses;
 - Any conviction for offenses against minors;
 - Any conviction for felony offenses, except as provided below;
 - Any conviction for deadly weapon-related offenses;
 - Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - Any conviction for violent, abusive, threatening or harassment related offenses; or
 - Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform Services under this MOA.

ARTICLE XV Right to Audit

JCTC shall retain all records relating to the performance of the Services for five (5) years after the end of the Term. During such period, JCPS shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at JCTC's place of business. This Article XV shall survive the termination of this MOA.

ARTICLE XVI Miscellaneous

A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

B. Any notices or reports by one Party to the other Party under this MOA shall be made in writing, to the address shown in the first paragraph of this MOA, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

C. If any part of this MOA is held to be void, against public policy or illegal, the balance of this MOA shall continue to be valid and binding.

D. This MOA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

E. No delay or omission by either Party in exercising any right under this MOA shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this MOA.

F. Neither Party to this MOA shall assign the rights or delegate the duties or obligations of this MOA, or any portion hereof, without the prior written consent of the other Party and, to the extent required, any applicable payor.

G. If JCTC has access to student records, JCTC shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and (b) limit the access to those records by JCTC's employees and other personnel assigned to this project to those persons for whom access is essential to perform this MOA. Without limitation of the preceding sentence, JCTC agrees to:

- In all respects comply with the provisions of FERPA. For purposes of this MOA, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of this MOA, and not share any such data with any person or entity other than JCTC and its employees, Contractors and agents, without the approval of JCPS.
- Require all employees, Contractors and agents of JCTC to comply with all applicable provisions of FERPA with respect to any such data.
- Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of this MOA.

- Conduct services in a manner that does not permit the identification of an individual student by anyone other than employees, Contractors or agents of JCTC having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
- Destroy or return to JCPS any such data obtained under this MOA within thirty days after the date when it is no longer needed by JCTC for the purposes of this MOA.

H. If this MOA is procured by JCPS under KRS Chapter 45A, JCTC shall at all times during the Term (a) be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor, and (b) reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

In witness whereof, the Parties hereto have executed this MOA to be effective as of June 24, 2020 (the "Effective Date").

Jefferson County Board of Education

By: _____
Dr. Martin Pollio
Superintendent

Date: _____

Jefferson Community and Technical College

By: Gary Dryden
Gary Dryden
VP of Administration and CFO

Date: 6/9/2020

Exhibit A

Description of Services

JCTC shall provide Pre-Employment Transition Services from time to time to JCPS students receiving ECE services ages 14-21 through its Pre-ETS and CRP Program:

- A. Upon availability and at JCPS ECE Request, make a Pre-ETS provider available to provide group, and/or individual services within a JCPS school that agrees to have JCTC's provider deliver services to students;
- B. Collaborate with JCPS to identify/contact students, parents and/or guardians who may benefit from Pre-ETS services;
- C. Obtain written permission and student information from students, parents, and/or guardians using forms provided by JCTC;
- D. Assess students' needs with respect to their interests, skill-set, and potential barriers;
- E. Collaborate with JCPS in the development of curriculum for work readiness transitions programming;
- F. Communicate with administrators, parents and/or guardians regarding students' progress, as needed.
- G. Provide the following five activities, in compliance with JCTC's obligations under its grant agreement with the Commonwealth of Kentucky:
 1. Self-Advocacy Information and Training, which may be conducted in group settings or as an arrangement of individual opportunities, one-on-one. Self-advocacy can include, but is not limited to:
 - Learning about the differences between high school and adult rights and responsibilities.
 - Learning how to request accommodations, services, or supports in academic and vocational settings as an adult.
 - Collaborating with staff, faculty, and other students in high school, college, and academic settings.
 - Peer mentoring with individuals employed by or volunteering for employers (e.g., boards, associations, or organizations in integrated community settings).
 - Working with students to identify what self-advocacy is and why it is important.
 - Providing opportunities for students to role-play and practice self-advocacy skill building through real life situations.
 - Providing training materials that include exploration of disability acceptance, self-disclosure, values, theory of mind at work, and differences between high school and college.
 - Presence and practice presenting one's self, one's difference, and one's needs in adult professional and educational settings.

- Accompany students to complete applications for schools, jobs, or other training.
 - Self-advocacy skills for identifying accommodations/services in an educational program and providing resources that may be used to support individual student success in education and training (e.g., disability support services).
2. Workplace Readiness Training, which includes but is not limited to:
- Collaborating with the local career center to identify work readiness skills that are identified by employers as priority areas, and review those skills with students.
 - Reviewing and discussing transportation options available for students in getting to and from work.
 - Development of social skills and independent living skills necessary for employment. Can be provided generally in group setting or tailored to an individual's needs within a training program provided in an educational or community setting.
 - Learning communication and interpersonal skills.
 - Understanding employer expectations for punctuality and performance, appropriate behaviors and dress as well as other “soft” skills necessary for employment (e.g., Skills to Pay the Bills classes).
 - Financial literacy, including benefits planning services.
 - Job-seeking skills.
 - Participating in youth leadership activities offered in educational or community settings.
3. Work-Based Learning Experiences, which include but are not limited to:
- Volunteer opportunities.
 - Job shadowing in an employer's site.
 - Real-life work experiences, provided in an integrated setting, where students can apply/develop academic, technical, and employability skills.
 - Training about soft skills needed for employment.
 - Facilitating a job-shadowing day for students to job-shadow local businesses that offer jobs in their career field of interest.
 - Using Virtual Job Shadow, a software program allowing students to explore a virtual job and experience first-hand what is required of the employee in that setting.
 - Doing in-person tours, internships, job shadowing, at actual employer job sites.
 - Participation in Bridge Week, a 4-day long experience during June with other students with disabilities who are in transition from high school to various life situations (school, job, other training). Participants explore the various aspects of making this transition.

- Counsel students to identify and explore job fields that require apprenticeship training, and then visit apprenticeship programs with students in the local community.
 - Assist with identifying and connecting students to other work-based learning programs that are available to all students in the district.
 - Coordinate mock job interviews for students with employers and businesses.
 - Collaborate with a counselor/business specialist in the Commonwealth of Kentucky's Office of Vocational Rehabilitation to identify work experience opportunities for students in the local community.
4. Job Exploration, which is based on the identified skills and career interest areas of each particular student. JCTC uses career inventories such as the Self-Directed Search (SDS) to assist students in identifying and narrowing their choices of career pathways. Students are encouraged to identify and explore careers in their local community and/or geographical region within a career pathway or interest. Job Exploration counseling is provided to an individual or to a group in a classroom or community setting, and includes but is not limited to:
- Aiding the special education teacher, the school counselor, and the student to ensure the student's IEP or 504 plan is coordinated with their Personal Plan of Study, including helping the student choose items from Pre-ETS sessions to include in their JCPS "Backpack."
 - Assessments to help in understanding disability and employment (e.g., vocational evaluations, interest inventories, and career evaluations).
 - Job shadows and informational interviews.
 - Auxiliary aids to support job exploration counseling services.
 - Exploring post-secondary opportunities associated with career fields or pathways.
 - Familiarize students with online and in-person resources about jobs.
 - Responded to potential employers' requests to connect interested students with their human resources department, including tours of HB Molding, Cardinal Aluminum, and Dow Silicones Corp.
5. Post-Secondary Counseling, which includes but is not limited to:
- Training students about how to apply for college admission.
 - Participation in college campus tours.
 - Participation in a 4-day Summer Bridge Week at JCTC for students in transition from high school to college or other paths.
 - Build and sustain groups of juniors in high school through collaboration and connection with the Access*Ability Resource Center at JCTC.
 - Coordinate with students in finding disability support services at other colleges.
 - Coaching, just short of presence, in meetings and to professors and administrators.

- Establish connections with agencies like Job Corp and CD Perkins to explore certifications and diplomas in addition to the academic route.
- Support completion of college applications, scholarships, and FAFSA.
- Connect high school groups with JCTC admissions to support students as they explore post-secondary paths for themselves.

Cabinet Member: _____ (Initials)