

## Use of Space Agreement

Jefferson Community and Technical College (“JCTC”), an educational institution of the Kentucky Community and Technical College System (“KCTCS”), itself an agency of the State of Kentucky, and Bullitt County Board of Education, a Kentucky public school district operating under the name of the Bullitt County Public Schools (“BCPS”), hereby enter into this Use of Space Agreement (“Agreement”) dated August 1, 2021.

### Recitals

- A. BCPS, through Riverview Opportunity Center (“ROC”), seeks to provide primary education to its students at multiple locations, including in Shepherdsville, Kentucky.
- B. JCTC maintains a campus for its students at 505 Buffalo Run Road, Shepherdsville, KY, 40165 (“Bullitt County Campus”), and has space it has agreed to designate for use by BCPS.
- C. BCPS and JCTC wish to provide a supportive environment for ROC students to continue their education at JCTC’s designated space.

### Terms and Conditions

- 1. **Term:** The term of this Agreement shall commence on August 1, 2021 and shall conclude on July 31, 2022, unless terminated by either party as provided herein. This Agreement may be extended for four additional one-year periods. Any extension shall be by mutual written Amendment.
- 2. **Termination:** Either party may terminate this Agreement with or without cause at any time with at least one semester’s written notice to the other party.
- 3. **Amendment:** This Agreement may only be modified by mutual written agreement.
- 4. **Use of Space and Technology:** JCTC shall provide BCPS with office space in rooms 202 and 211 to support four BCPS staff or faculty to administer and prepare primary education coursework and privately advise students. Office space shall include utilities, security and janitorial service, phone service, and internet connectivity. BCPS shall provide its own computers, printers, copy machine, and consumable supplies. JCTC shall also make available classroom space and classroom technology in room 103 to BCPS during the days and times that BCPS provides instruction of primary education courses. This office and classroom space and classroom technology, collectively the “Premises”, shall be provided at no cost to BCPS.

JCTC reserves the right to limit the number of classes that BCPS may offer at any one time. BCPS agrees to notify JCTC by August, November, and April of each year of each course to be taught in the following semester or summer term. BCPS agrees to work with JCTC’s Site Director for the Bullitt County Campus to facilitate the assignment of classroom space prior to each semester or term.

In the event that JCTC’s Bullitt County Campus closes due to weather, emergency, or other reason, and BCPS classes are scheduled during that closure, the decision on whether or not the campus will be open for BCPS classes will be made by JCTC. If JCTC determines that snow removal is required specifically for BCPS classes, any costs associated with that removal will be the responsibility of BCPS and will be invoiced to BCPS. BCPS shall make payment in accordance with the terms of the invoice.

- 5. **Legal Relationship:** Nothing in this Agreement or in the relationship shall imply or be interpreted as implying an employment, partnership, joint venture, agency, franchise or other

form of agreement or relationship between JCTC and BCPS. No representatives for either party shall act as an agent for the other party or represent authority to act as such.

6. **Third Parties:** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.

7. **Assignment:** This Agreement shall not be assigned by either party.

8. **Liability and Indemnification:** To the extent permitted by Kentucky law, BCPS shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions. To the extent permitted by Kentucky law, JCTC shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions. Neither party shall indemnify the other.

9. **Insurance:** Without limiting any liabilities or any other obligations, both parties shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages:

Commercial General Liability: Insurance shall provide coverage for the term of this Agreement and for a minimum of two years after the conclusion or termination of this Agreement, and shall include broad form contractual coverage with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include Employer's liability insurance with a minimum limit of \$1,000,000 for each accident.

JCTC shall be provided with BCPS's Certificate of Insurance ("BCPS COI") within ten (10) calendar days of execution of this Agreement. JCTC shall be listed as both an additional insured and as a holder of the BCPS COI as follows: Jefferson Community and Technical College, 109 E Broadway, Louisville, KY 40202.

Either party reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements from the other party at any time throughout the term of this Agreement.

10. **Nondiscrimination:** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any student, employee, or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state, or local laws. Each party hereto represents that they are in full initial and ongoing compliance with all current applicable federal, state, and local laws, regulations, and ordinances.

11. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.

12. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.

13. **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 & Technical College  
Office of Grants and Contracts  
109 E Broadway  
Louisville, KY 40202

To BCPS:  
name  
address

With copy to:  
Jefferson Community & Technical College  
Office of VP for Academic Affairs  
109 E Broadway  
Louisville, KY 40202

With copy to:  
name  
address

Electronic mail shall not constitute written notice.

14. **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 Franklin 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 Franklin County Circuit Court.

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

15. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Both parties are Kentucky public agencies and any and all allegations and claims for negligence against either party 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:

**Bullitt County Board of Education**

\_\_\_\_\_  
Dr. Jesse Bacon  
Superintendent

\_\_\_\_\_  
Date

**Jefferson Community and Technical College**

\_\_\_\_\_  
Gary Dryden  
VP of Administration and Chief Financial Officer

\_\_\_\_\_  
Date