

SERVICES 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 Jefferson County Board of Education, a Kentucky public school district operating under the name of Jefferson County Public Schools (“Affiliate”), hereby enter into this Services Agreement (“Agreement”) dated September 1, 2023.

Recitals

A. JCTC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) and provides educational instruction, student support, workforce development and training, and other services for students, adults, and youth.

B. Affiliate received a grant from the Partnership to Advance Youth Apprenticeships (“PAYA”) at New America to develop Jefferson County’s youth apprenticeship pipeline (“Program”), and desires to procure certain services of JCTC in support of this development. A specific description and cost of these services (“Services”) is provided in Appendix A to this Agreement.

A. Both JCTC and Affiliate wish to enter into this Agreement in order that JCTC may provide Services to Affiliate’s employees, students, and invitees associated with the PAYA program (“Participants”).

Terms and Conditions

1. **Term, Termination, and Amendment:** The initial term of this Agreement shall be effective on September 1, 2023, and shall conclude on August 31, 2024, unless terminated by either party as provided herein.

Either party may terminate this Agreement with or without cause at any time with at least thirty days’ written notice to the other party. Upon termination, Affiliate shall be obligated to pay for any and all services provided up to the date of termination.

This Agreement may only be modified by mutual written agreement.

2. **JCTC’s Responsibilities:** JCTC shall assume the following responsibilities:

A. Offer the Services during the term of this Agreement, at days, times, and locations in coordination with Affiliate, as appropriate. Services may be offered through virtual and real settings.

B. Provide and supervise a Qualified Staff who will be responsible for the assignment, delivery, and evaluation of all Services to Participants.

C. Appoint a principal liaison for all matters concerning the Services, and who shall plan and coordinate with Affiliate the scheduling of Services.

D. Advise Qualified Staff of the necessity to complete a Criminal Records Check, as provided and paid for by Affiliate. Individuals shall not be considered Qualified Staff if they have any convictions for sex-related offenses, offenses against minors, felonies, deadly weapons, drugs, violence, abuse, or threatening or harassing behavior.

E. Notify Qualified Staff of their need to comply with Affiliate’s health safety guidelines and requirements, including rules related to COVID-19 mitigation.

F. At the end of the delivery of Services for each fiscal year quarter, invoice Affiliate for

the *pro rata* cost of Services as itemized in Appendix A. The invoice shall contain payment terms and conditions.

3. **Affiliate's Responsibilities:** Affiliate shall assume the following responsibilities:
 - A. Coordinate days, times, and locations of Services, as appropriate, with JCTC.
 - B. Support the Qualified Staff with a desk and meeting space, access to a printer, phone, and the internet, and access to appropriate Affiliate staff, teachers, students, schools and other locations, and standard office supplies.
 - C. Oversee the Program and provide guidance to JCTC and Qualified Staff to aid in effective performance of the Services.
 - D. Appoint a principal liaison for all matters concerning the Services, and who shall plan and coordinate with JCTC the scheduling of Services.
 - E. Provide and pay for a Criminal Records Check of the Qualified Staff, per KRS 160.380, to include a letter from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect from records maintained by the Cabinet for Health and Family Services. Individuals shall not be considered Qualified Staff if they have any convictions for sex-related offenses, offenses against minors, felonies, deadly weapons, drugs, violence, abuse, or threatening or harassing behavior.
 - F. Upon receipt of invoices, pay JCTC for the costs of the delivery of Services in accordance with the invoice's terms and conditions.
4. **Student Data:** JCTC and Affiliate shall share student records in accordance with all federal and Kentucky laws, including the Family Educational Rights and Privacy Act of 1974 ("FERPA").

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 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 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 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.

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 Affiliate. 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:** No party shall assign its rights or obligations under this Agreement without the prior written consent of the party. Such consent will not be unreasonably withheld.

8. **Liability:** Affiliate shall be responsible for any loss or damage due to negligent and/or intentional acts and omissions of itself, its employees, and its invitees. 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.

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.

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:** Both 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 warrants 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 term or provision, or any part, of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

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

To Affiliate:
Jefferson County Public Schools
3332 Newburg Rd
Louisville, KY 40218

With copy to:
Jefferson Community & Technical College
Workforce Solutions
109 E Broadway
Louisville, KY 40202

With copy to:
Beau Johnston
Career & Technical Education
JCPS
3332 Newburg Rd.
Louisville, KY 40218

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 they shall be referred to the Kentucky Claims Commission pursuant to KRS Chapter 49 or filed in the Franklin Circuit Court in Franklin County, Kentucky, as may be appropriate. Prior to seeking relief with the Kentucky Claims Commission or Franklin Circuit Court, the chief executive officers or the authorized designates of each party shall meet as soon as practicable to negotiate a resolution.

15. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

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

October 25, 2023

Date

APPENDIX A

Scope of Services

JCTC shall provide an individual to act as a Qualified Staff in a temporary, grant-funded need at Affiliate's location(s). The Qualified Staff shall provide services as exemplified in the job description provided as Attachment 1.

While JCTC shall be the employer of record and retains ultimate supervision of the Qualified Staff, the Qualified Staff may coordinate day-to-day activities directly with Affiliate, and shall be responsive to Affiliate's needs and expectations as determined and detailed by the grant requirements. Any disciplinary, termination, or other employment issues, concerns, determinations, and actions of Qualified Staff shall be made solely by JCTC, in accordance with its HR and employment policies and procedures. JCTC shall work in good faith with Affiliate to resolve any discrepancies or other differences between the needs of the grant and the abilities of the Qualified Staff. JCTC retains the right to determine any final decision on the roles and responsibilities of the Qualified Staff.

JCTC shall provide the Qualified Staff with a laptop computer and peripheral accessories.

Cost

JCTC shall provide these Services for a total cost not to exceed \$71,747.73. The total cost is itemized as follows:

Salary (projected \$4,700/month) through 6/30/24	\$37,600.00
Fringe @ 43% through 6/30/24	\$16,168.00
Salary (projected 3% increase) 7/1/24 - 8/31/24	\$9,363.63
Fringe @ 43% through 8/31/2024	\$4,026.36
KCTCS Admin Fee @ 3%	\$1,393.16
Technical equipment, supplies, incidentals	\$2,500.00
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	\$71,747.73

ATTACHMENT 1

Example of Job Description: Youth Apprenticeship and WBL Success Coach

Job Summary: The Youth Apprenticeship Program (YA) is designed to educate and inform young adults, 16 to 24 years of age, of the opportunities and benefits of high demand careers that often utilize the apprenticeship model for training and development of employees. As a Jefferson Community and Technical College (Jefferson) Youth Apprenticeship High School Liaison, your primary responsibility will be to promote and coordinate presentation opportunities for apprenticeship and other employer developed training programs focused on the high school market. You will work closely with Jefferson YA staff and Jefferson County Public Schools (JCPS) high school staff, administrators, and teachers. Your role will play a crucial part in ensuring high school students receive comprehensive information about apprenticeship programs and assisting students in making informed decisions about their future career paths.

Responsibilities:

- Collaborate with JCTC YA program team members to develop an outreach strategy for high school staff, administrators, teachers, students, and other community stakeholders to promote the Youth Apprenticeship Program (YA).
- Foster collaboration with school-level leaders and teachers to effectively communicate information about Youth Apprenticeship and Work Based Learning (WBL) opportunities to students.
- Offer career awareness and guidance to JCPS high school students who express interest in YA and WBL opportunities.
- Assist with YA student presentations and provide coaching to empower students to excel academically, aiding in recruitment and retention efforts.
- Equip high school students with success skills imperative for securing and maintaining youth apprenticeships. This includes resume composition, interview etiquette, self-advocacy, and effective communication within a professional environment.
- Deliver support services to enrolled youth, preparing them for a seamless shift from JCPS to JCTC, including college application processes.
- Collaborate with school counselors to align WBL scheduling with career pathways.
- Respond to requests from employers and community partners for meaningful YA and WBL opportunities, connecting them with relevant contacts at JCTC.
- Assist JCTC YA Team in coordinating and facilitating professional development events for parents, community members, administrators, and stakeholders. Foster business involvement and knowledge-sharing within these events.
- Collaborate with community partners and K-12 district staff to create synergies that facilitate optimal post-secondary options for students.
- Regularly attend meetings at JCTC and engage in local travel to JCTC and/or JCPS locations.
- Other assignments as appropriate to the successful operation of JCTC YA program goals.

