

TRAINING 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 Oldham County Board of Education, a Kentucky public school district operating under the name of Oldham County Public Schools (“Affiliate”), hereby enter into this Training Agreement (“Agreement”) dated June 1, 2023.

Recitals

- A. JCTC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (“SACSCOC”) to offer educational instruction and academic programs, including those under JCTC’s Kentucky Adult Education program (“KYAE”). JCTC’s KYAE is authorized under Title II of the federal Workforce Innovation and Opportunity Act (“WIOA”) to provide educational services, training, and instruction (“Program Course”) to individuals aged 18 and older, as detailed in Attachment A incorporated herein. JCTC’s KYAE educational programs are funded by the federal and Kentucky State governments. JCTC follows the policies and procedures of the U.S. Department of Education’s Office of Career, Technical, and Adult Education (“OCTAE”).
- B. Affiliate desires that certain of its employees and invitees enroll and participate in the Program Course. Those employees and invitees who are enrolled as a student (“Student”) in JCTC may gain academic credit for their participation in the Program Course. Other employees and invitees who are not a Student may gain a nonacademic credential or certification.
- A. Both JCTC and Affiliate wish to enter into this Agreement in order that JCTC may provide the Program Course to select Affiliate employees and invitees (“Participants”).

Terms and Conditions

- 1. **Term, Termination, and Amendment:** The initial term of this Agreement shall commence on July 1, 2023, and shall conclude on August 31, 2024, 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.

Either party may terminate this Agreement with or without cause at any time with at least thirty days’ written notice to the other party, provided that Participants shall be given an opportunity to complete their enrollment in the Program Course, if reasonably possible.

This Agreement may only be modified by mutual written agreement.

- 2. **JCTC’s Responsibilities:** JCTC shall assume the following responsibilities:
 - A. Coordinate with Affiliate the marketing to and recruitment of Affiliate employees and invitees for enrollment in the Program Course.
 - B. Offer the Program Courses throughout the term of this Agreement, at no cost to Affiliate. Program Courses shall be offered at days and times in coordination with Affiliate. Program Courses may be offered through virtual and/or classroom settings.
 - C. Provide materials for Participants to use, including but not limited to textbooks, instructional guides, paper, pencils, and folders, and a limited number of computers and wifi hotspots as available.
 - D. Provide qualified staff (“Instructor”) who will be responsible for the assignment and evaluation of all Participant experiences. The Instructor shall evaluate the Participant in Affiliate’s facility(ies). This evaluation shall not be precepted by Affiliate or any other staff at the facility. Instructor shall abide by all of Affiliate’s relevant policies, procedures, rules, and regulations.

- E. Appoint a principal liaison for all matters concerning the Program Course, and who shall plan and coordinate with Affiliate the scheduling of classes at Affiliate's facility(ies).
 - F. Assume final responsibility for the academic experience and grading, award appropriate academic credit, credential, or certification to each Participant who successfully completes the requirements of the Program Course, and coordinate with Affiliate the celebration of accomplishments and milestones.
3. **Affiliate's Responsibilities:** Affiliate shall assume the following responsibilities:
- A. In coordination with JCTC, market to and recruit employees and invitees for enrollment in the Program Course.
 - B. Provide adequate space, technology, and other resources as necessary for the Program Course's recruitment, instruction, testing, and celebratory efforts and requirements.
 - C. Appoint a principal liaison for all matters concerning the Program Course, and who shall provide and inform Faculty with and about Affiliate's relevant policies, procedures, rules, and regulations.
4. **Student Data:** JCTC and Affiliate shall maintain academic, performance, and attendance records of Participants in the Program Course, and may share such records in accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA"). A JCTC Student's nondirectory data may be shared with the written authorization of that Student.
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:

Oldham County Public Schools
6165 W. Highway 146
Crestwood, KY 40014

With copy to:

Jefferson Community & Technical College
Office of Adult Education
109 E Broadway
Louisville, KY 40202

With copy to:

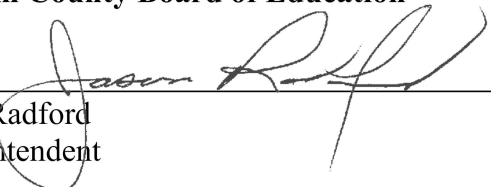
Electronic mail shall not constitute written notice.

14. **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:

Oldham County Board of Education



Jason Radford
Superintendent

4/25/2023
Date

Jefferson Community and Technical College



Gary Dryden
VP of Administration and Chief Financial Officer

4/28/2023
Date

ATTACHMENT A

Program Course

JCTC provides courses, training, and services, such as those popular selections listed below, through in-person, online, and hybrid classes. There are many other materials and resources that JCTC uses. The goal is to help prepare each student, through a variety of means and as appropriate, to earn a GED credential, transition to post-secondary education and training, become employable, and learn English.

Courses and Training

- General Educational Development (“GED”)
- College transition
- Work Ready
- English Language Learning
- Other curriculum including but not limited to:
 - IXL
 - Burlington English
 - Kentucky Educational Television (“KET”) Fast Forward
 - New Readers Press

Services

- Test for Adult Basic Education (“TABE”)
- CASAS tests
- National Career Readiness Certification (“NCRC”), as approved by OCTA
- Other formative assessments