

Amendment #1

This document constitutes Amendment #1 to the Memorandum of Agreement (“Agreement”) of July 1, 2023, between 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 (“JCPS”).

1. Per Clause 1 of the Agreement, the parties agree to extend the term from July 1, 2024 to June 30, 2025.
2. All other terms and conditions of the Agreement and its amendments shall remain.

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

Gary Dryden

Gary Dryden
VP of Administration and Chief Financial Officer

6/11/2024
Date

Memorandum of 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 the Jefferson County Public Schools ("JCPS"), hereby enter into this Memorandum of Agreement ("Agreement") effective July 1, 2023.

Recitals

- A. JCTC and JCPS have statutory missions which include the delivery of educational services to adults in Louisville and have already established a working relationship which includes cooperative efforts at Ahrens Adult Education Center and JCTC locations.
- B. JCTC and JCPS are committed to the enrollment and educational attainment goals adopted by the Workforce Investment Board (KentuckianaWorks), the Kentucky Office of Adult Education, KCTCS, and the Council on Postsecondary Education.
- C. JCTC and JCPS have complementary strengths and resources in adult and developmental education and are committed to maximizing the use of these strengths and resources for the good of the community, including to meet the workforce needs of current and future business and industry in the Louisville area.
- D. JCTC and JCPS seek to:
- i. Continue with their established concurrent enrollment opportunities for adult education students in Jefferson County, Kentucky.
 - ii. Continue to transition General Educational Development ("GED") students into post-secondary education, as well as JCTC students whose entrance exam scores in Reading, Math, Writing, and English as a Second Language ("ESL") fall below the minimum score established.
 - iii. Continue the comprehensive interagency referral system, which includes but is not limited to an agreement on the referral and placement of incoming students who are assessed with Accuplacer in Reading and English placement, and with TABE A Crosswalk and KYOTE for Mathematics placement.
 - iv. Continue with GED graduate recruitment initiatives that will include contacts with GED graduates, identification of scholarship funds for selected GED graduates, and a presence at GED graduation ceremonies.
 - v. Review and evaluate the assessment, referral, and placement procedures utilized jointly by JCTC and JCPS.
 - vi. Promote the seamless transition into JCTC by holding Educational Enrichment Services ("EES") classes on the JCTC campus.
 - vii. Promote effective placement into EES classes. JCTC will assist EES staff, who are responsible for TABE-Testing and registering students into EES Reading, Writing, and Math classes.
 - viii. Identify key research markers that will provide sufficient data to fully evaluate student and program success. Internal and external data will be used.

with the written authorization of that student.

JCTC shall not share student data for the following:

- Students under the age of 18.
- Students enrolled at a correctional facility.
- Any student requesting privacy under FERPA.

Within the parameters and exceptions provided above, JCTC shall share the following student data with JCPS:

- First, Middle, Last Name of Student
- College Status (first-time freshman, transfer student from 2-year or 4-year institution, reverse transfer from U of L)
- Full-time/Part-time (number of credit hours/semester)
- Major
- GPA

JCPS shall not access or otherwise use JCTC student data except for the purposes directly connected with this Agreement and in accordance with JCTC statutes and regulation.

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 parties 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 other 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 JCPS. 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, JCPS 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.

Louisville, KY 40202

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



Gary Dryden
VP of Administration and Chief Financial Officer

8/14/2023

Date

JEFFERSON COUNTY BOARD OF EDUCATION

September 24, 2024

AGENDA ITEM: Approval of the Memorandum of Agreement with Jefferson Community and Technical College.

RECOMMENDATION: Superintendent Marty Polio recommends that the Board of Education approve the attached Memorandum of Agreement with Jefferson Community and Technical College and authorize the superintendent to sign the same.

RATIONALE: Jefferson County Public Schools, through Adult and Continuing Education, has enjoyed a long, successful collaboration with Jefferson Community and Technical College in helping to successfully transition GED students and other adult learners into postsecondary education. The attached Memorandum of Agreement formalizes the collaborative efforts by delineating the roles and responsibilities of both parties.

The contract period for the attached Memorandum of Agreement is from July 1, 2024 to June 30, 2025.

This partnership aligns with the District's *Vision2020* (1.1.5 & 1.1.7) by providing the necessary skills to transition to postsecondary education. Both partners are providing in-kind contributions. There is no cost to the district.

Submitted by: Robert Moore

Attachment: Original Agreement Agreement & Amendment