

Amendment #2

This document constitutes Amendment #2 to the Services Agreement (“Agreement”) of June 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 (“Affiliate”), in support of English Language Learner students.

1. Per Clause 1 of the Agreement, the parties agree to extend the term, to commence on June 1, 2025 and conclude on 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
VP of Administration and Chief Financial Officer

Date

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 June 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, and other services.
- B. Affiliate desires that certain of its employees, students, and invitees participate in certain aspects of JCTC’s services. A specific description and cost of these services (“Services”) is provided in Attachment A to this Agreement.
- A. Both JCTC and Affiliate wish to enter into this Agreement in order that JCTC may provide Services to select Affiliate employees, students, and invitees (“Participants”).

Terms and Conditions

1. **Term, Termination, and Amendment:** The initial term of this Agreement shall commence on June 1, 2023, and shall conclude on June 30, 2023, unless terminated by either party as provided herein. This Agreement may be extended for four additional periods through a 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. 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 necessary materials for Participants to use.
 - C. Provide qualified staff who will be responsible for the assignment, delivery, and evaluation of all Services to Participants. All individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
 - D. Appoint a principal liaison for all matters concerning the Services, and who shall plan and coordinate with Affiliate the scheduling of Services.
 - E. Upon the conclusion of the delivery of Services, invoice Affiliate for the cost of Services as itemized in Attachment 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. Select and qualify Participants as indicated in Attachment A.
 - C. Provide JCTC with a list of Participants and any other information, to include signed waivers and permissions from the parent or legal guardian of each Participant (provided as Attachments B and C), as requested by JCTC.
 - D. Appoint a principal liaison for all matters concerning the Services, and who shall plan and coordinate with JCTC the scheduling of Services.
 - E. Upon receipt of invoice, pay JCTC for the costs of the delivery of Services in accordance with the invoice's terms and conditions.
 - F. Provide Participants with transportation, or inform Participants that they must provide their own transportation, to and from the location at which JCTC offers the Services.
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:

Jefferson County Public Schools
3332 Newburg Rd
Louisville, KY 40218

With copy to:

Jefferson Community & Technical College
Office of Associate VP of Gen Ed & Transfer
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:

Jefferson County Board of Education

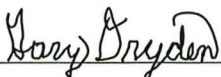


Martin Pollio
Superintendent



Date

Jefferson Community and Technical College



5/16/2023

Gary Dryden
VP of Administration and Chief Financial Officer

Date

ATTACHMENT A

Scope of Services

JCTC shall provide a dynamic, 2-week, 4-hour-per-day, informational, academic, and recreational class teaching English Language Learner (“ELL”) students (“Participants”) how to apply for college and prepare for employment. Services shall be held at JCTC’s downtown campus, and may include:

- Daily academic English instruction (i.e., reading, writing, listening, speaking)
- Field trips: Tour college campuses (i.e., JCTC, UofL)
- Understand the college process, financial aid, scholarships (provided by JCTC ESL Dept., Kentucky Higher Education Assistance Authority, speakers, etc.)
- Academic and life skills (i.e., resume writing, note taking, project work)
- Home and other real or virtual site visits by JCTC staff with Participant families to discuss family support

JCTC shall not arrange, provide, nor be responsible for transportation for Participants.

Participant Qualifications

Eligible Participants shall:

- Be Affiliate’s students in 10th and 11th grades who are referred and oriented by Affiliate’s ESL high school teachers;
- Submit a student application, to include an essay and teacher recommendations, by a mutually agreed upon date;
- Submit to JCTC a completed and signed waiver and permission (Attachments B and C) prior to participating in the Services.

Cost

JCTC shall provide these Services free of charge to Affiliate.

ATTACHMENT C

Parental/Guardian Consent for Home Visit

Jefferson Community and Technical College ("JCTC"),
an institution of the Kentucky Community and Technical College System ("KCTCS"),
an agency of the State of Kentucky

Event

Title _____ Date _____

Location _____

Student Participant

First Name _____ Middle Init ____ Last Name _____

Parent/Guardian

First Name _____ Middle Init ____ Last Name _____

Street Address _____

City _____ State _____ Zip Code _____

By signing below, I voluntarily consent to allow JCTC staff into my place of residence, at the above-listed address, for home visits in order to discuss family support of the Participant named above.

In addition, by signing below, I represent that I understand that:

1. I am not required to allow JCTC staff into my place of residence, but I am voluntarily consenting to do so;
2. The home visits conducted by JCTC staff will be arranged in advance, on dates and times that work with my schedule;
3. JCTC staff may learn confidential personal information during the home visits, but such information will not be used by JCTC staff for any purpose other than for training and educational purposes;
4. JCTC reserves the right to terminate the home visits at any time, for any reason; and
5. I have the right to revoke my consent at any time, for any reason, by notifying the JCTC staff in writing at: Jefferson Community and Technical College, Office of Grants and Contracts, 109 E Broadway, Louisville, KY 40202.

By the Parent or Legal Guardian of the above-named Participant of the Event:

Signature

Print Name

Date