

Memorandum of Agreement

Jefferson Community and Technical College (“JCTC”), an educational institution of the Kentucky Community and Technical College System (“KCTCS”), and Jefferson County Board of Education (“Affiliate”), hereby enter into this Memorandum of Agreement (“Agreement”) dated February 16, 2026.

Recitals

- A. This Agreement seeks to create new opportunities for students who wish to further their studies in various programs of study. The goal of this Agreement is to outline the process between JCTC and Affiliate so that Affiliate’s students may present specific completed courses to JCTC for consideration for articulated credit for the Student Success requirement needed for any of JCTC’s Programs of Study.
- B. JCTC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools (“SACS”) to award Certificates, Diplomas, and Associates Degrees. JCTC shall observe the SACS and the Kentucky Council on Postsecondary Education guidelines and procedures, and shall adhere to the requirements of reporting information to these and other accrediting agencies.
- C. JCTC’s faculty have reviewed Affiliate’s certification course content, curriculum, competencies, and instructor qualifications, and have found them sufficient to match the academic integrity of JCTC’s accreditation standards.

Terms and Conditions

1. **Term:** The term of this Agreement shall commence on February 16, 2026 and shall conclude on June 30, 2027, 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 thirty days’ notice to the other party.
3. **Amendment:** This Agreement may only be modified by mutual written agreement.
4. **Annual Review:** This Agreement shall be reviewed at least annually to ensure that the Agreement maintains collegiate level academic standards, quality, competency, and integrity, and to identify changes in curriculum or course competencies by either party.
5. **Articulated Credit:** Affiliate’s students wishing to receive the articulated credit must enroll in at least one JCTC course of three credit hours or more and must complete the course with a grade of C or higher. Any previous coursework completed at JCTC or any other higher education institution will not qualify students to receive the credit specified in this Agreement. Students shall also meet existing Affiliate “pre-work” requirements. Upon receipt of an official Certificate showing student’s completion of Affiliate’s course, JCTC faculty will explain the articulation process and advise the student about JCTC career pathways and related courses.

Affiliate’s courses eligible for articulation and their JCTC Study Programs equivalent courses are included in this Agreement as Attachment 1.

6. **Affiliate's Responsibilities:** Affiliate shall assume the following responsibilities:
 - A. Promote the JCTC Study Programs and this opportunity for articulated credit to current and previous Affiliate students, and provide them with information as appropriate.
 - B. Provide Affiliate's students that successfully complete the Affiliate's curriculum with an official Certificate showing completion.
 - C. Notify JCTC of any Affiliate modification to content of its courses listed in Attachment 1, and allow JCTC faculty to review modifications to ensure that Study Programs course requirements and accreditation standards are met.
 - D. Collaborate with JCTC to review Affiliate's curriculum, course work, and pathways no less than once per year.
 - E. Provide a list of prior Affiliate student participants and Certificate holders to JCTC to assist in identifying recently enrolled students to determine if articulated credit may be awarded. Data provided to JCTC shall include a student's:
 - Name
 - Address
 - Phone number
 - Birthdate
 - Email address
 - Admissions, registration, and academic performance informationWhen reporting beyond these requirements, only data that is in the aggregate or that does not identify individuals shall be used.
7. **JCTC's Responsibilities:** JCTC shall assume the following responsibilities:
 - A. Upon receiving an official Certificate showing student's completion of Affiliate's course, JCTC faculty shall review the student's coursework and verify the student has sufficiently met academic requirements to earn articulated credit in JCTC's Programs.
 - B. Establish a process wherein JCTC faculty notify the JCTC Registrar's office when the student has successfully completed one semester at JCTC, and identify the academic credit to be articulated for that student.
 - C. Award articulated credit, as per the conditions and scope outlined in this Agreement and upon the recommendation of JCTC's faculty.
 - D. Collaborate with Affiliate to facilitate the matriculation of prior Affiliate students to JCTC.
 - E. Utilize Affiliate's list of prior student participants and Certificate holders to identify recently enrolled JCTC students that may be eligible for this articulated credit.
8. **Student Processing:** At the end of each academic session, Affiliate shall send a list of student participants and Certificate holders to JCTC's Department Head of FYE. JCTC shall use this list to send information to the students about the opportunity for articulated credit should they choose to continue their coursework at JCTC. Students will be encouraged to contact JCTC faculty directly.
9. **Legal Relationship:** Nothing in this Agreement or in the relationship shall imply or be

interpreted as implying an employment 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.

10. **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.
11. **Assignment:** This Agreement shall not be assigned by either party.
12. **Student Data:** JCTC and Affiliate shall maintain academic, performance, and attendance records of their respective students, and may share such records in accordance with the Family Educational Rights and Privacy Act of 1974 (“FERPA”).

To the extent Affiliate 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”), Affiliate 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 JCTC of a security breach relating to Personal Information in the possession of Affiliate 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 JCTC abides by the requirements set forth in that exception; and (iv) cooperating with JCTC 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 Affiliate; and (vi) at JCTC’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

13. **Confidentiality and Protection of Intellectual Property:** Both JCTC and Affiliate acknowledge that each party may make available from time to time certain information that is confidential and/or proprietary to the other party or otherwise required by law to be kept in confidence, which may include but is not limited to student data, academic or programmatic records and documents, personnel records, scripts, integration/interface processes with other systems, strategies, software, remote application access and other licensed computer information, bidding information, proprietary information about various businesses, payroll and other financial information, and the work product of a party’s employees and agents. Each party acknowledges that such information may be a valuable, special, and unique asset, and each party acknowledges the legal necessity to maintain such confidences. Therefore, each party expressly covenants and agrees not to disclose all or any part of this confidential information to any person, firm, corporation, association, partnership, or other entity without the other party’s written permission. Further, each party agrees that it shall hold all of the other party’s confidential information at all times in trust and strictest confidence from and after the date of its creation or disclosure. Each party shall use its reasonable best efforts to prevent the impermissible release of the other party’s confidential information, and shall not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this Agreement. Each party shall

cause its subcontractors and other third parties working under this Agreement who may have a need to access the other party's confidential or proprietary information, to abide by the non-disclosure provisions of this Agreement. Notwithstanding, the parties acknowledge that JCTC is a state public agency in the Commonwealth of Kentucky and shall comply with the Kentucky Open Record Act (KRS 61.870-61.884). The obligations of this paragraph shall survive the termination or expiration of this Agreement.

14. **Ownership and Use of Data:** The parties acknowledge that performance under this Agreement will result in the sharing, collection, gathering, or generation of data about actual or potential JCTC campus features, policies, programs, students, marketing, or other information, the dissemination of which could be harmful or damaging to JCTC interests. Accordingly, the parties agree that JCTC shall have sole, exclusive, and permanent ownership of and rights to all such data or information gathered, collected, or generated in connection with this Agreement or any performance under this Agreement, and that Affiliate shall not use or permit to be used by any other party such data or information without the express written consent of JCTC. Affiliate shall take all reasonable measures to protect all information, documents, or data arising from, connected to, or related with this Agreement.
15. **Protection/Transfer of Data After Agreement Expiration:** Upon termination, cancellation, or expiration of this Agreement and any subsequent addendum(s), Affiliate shall either return or destroy, as notified by JCTC, all data (including sensitive data) provided to Affiliate by JCTC. Such data shall include, but is not limited to, all data provided to Affiliate's employees, subcontractors, agents, or other affiliated persons or entities. Data shall be made immediately available to JCTC, and shall remain available to JCTC, for a minimum of 90 days after the final date of this Agreement.

In the event that returning or destroying sensitive data is not feasible, Affiliate shall provide notification of the conditions that make return or destruction not feasible, in which case, Affiliate must continue to protect all sensitive data that it retains and agrees to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible, as Affiliate maintains such Data.

16. **Liability and Indemnification:** Affiliate 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.
17. **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 Affiliate's Certificate of Insurance ("Affiliate COI") within ten (10) calendar days of execution of this Agreement. JCTC shall be listed as a holder of the Affiliate COI as follows: Jefferson Community and Technical College, 109 E Broadway, Louisville, KY 40202.

JCTC 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 at any time throughout the term of this Agreement.

18. **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.
19. **Non-Disparagement:** The Parties shall not make any statements, written or verbal, nor cause or encourage others to make any statements, written or verbal, including but not limited to any statements made via social media, on websites or blogs, that defame, discriminate, harass, bully, disparage, or contain abusive, profane, or offensive language concerning the personal or business reputation, practices, or conduct of JCTC or KCTCS. However, this covenant does not preclude discussion or disclosure of the facts of or attendant to the relationship between the parties. This provision is a material provision of this Agreement, and as such any breach of this paragraph shall be a material breach of this Agreement.
20. **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.
21. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
22. **Notices:** 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:

<u>To JCTC:</u>	<u>To Affiliate:</u>
Jefferson Community and Technical College	Contact info
Office of Grants and Contracts	
109 E Broadway	
Louisville, KY 40202	

<u>With copy to:</u>	<u>With copy to:</u>
Jefferson Community and Technical College	Contact info

Office of General Education and Transfer
109 E Broadway
Louisville, KY 40202

Electronic mail shall not constitute written notice.

23. **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 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.

24. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Each party understands and agrees that JCTC, as an institution of KCTCS, is a Kentucky public agency and any and all allegations and claims for negligence against JCTC or KCTCS arising from actions taken under this Agreement shall be brought before the Kentucky Claims Commission pursuant to Chapter 49.

Approval

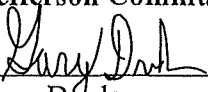
In Testimony whereof, Witness the duly authorized signatures of the parties hereto:

JCPS Adult Basic Education

Dr. Brian Yearwood
JCPS Superintendent

Date

Jefferson Community and Technical College



Gary Dryden
VP of Administration and Chief Financial Officer

4/21/2026
Date

ATTACHMENT 1
Acceptable Courses

Affiliate's students who are awarded the following Affiliate's Certificate(s) of completion may be eligible for the following JCTC courses:

Affiliate Certification Course

JCTC FYE Course

College and Career Readiness

FYE 100: First Year Experience 1 credit hr.

JCTC reserves the right to provide articulated credit to Study Programs Courses comparable to those listed above.