

### Amendment to Memorandum of Agreement

**This Amendment** ("Amendment") to the Memorandum of Agreement (the "Agreement") is made and entered into as of the 23<sup>rd</sup> day of April, 2013 by and between the University of Louisville, a Kentucky institution of higher education (the "University") and the Board of Education of Jefferson County Kentucky (the "Board").

**Whereas**, this Amendment is being entered into for the purpose of amending the terms of that certain Agreement dated January 22, 2013 between the University and the Board, and

**Whereas**, the parties hereto desire to change the terms of the Agreement as described below.

**Now, Therefore**, in consideration of the mutual premises and covenants of the parties hereto, the parties hereto do mutually covenant and agree as follows:

1. The parties agree to extend the Program described in the Agreement to include a two week intensive GED instruction class for adult students who are close to earning their GED. The proposed dates are June 3<sup>rd</sup> through the 14<sup>th</sup>, 2013, Monday through Thursday 5:00pm - 8:00pm. The Board will provide the Program; including one teacher, clerical assistance as needed, administrative oversight and materials. The fee of twelve hundred dollars (\$1200.00) will be paid by the University, to the Board, upon completion of the Program.
2. Except as expressly revised hereby, all other terms and conditions of the Agreement remain unchanged.

**IN WITNESS WHEREOF**, University and Board have duly executed this Amendment to be effective as of the date of the last signature.

BOARD:

by: \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

UNIVERSITY:

by: Shirley Hillman  
Title EXECUTIVE VICE PRESIDENT & UNIV. PROVOST  
Date 3/20/13



## MEMORANDUM OF AGREEMENT

THIS AGREEMENT made at Louisville, Kentucky as of the 22<sup>nd</sup> day of January, 2013 between the Board of Education of Jefferson County, Kentucky, hereinafter called the "Board," and University Of Louisville hereinafter called the "University/College."

The Board of Education of Jefferson County, Kentucky through its Adult and Continuing Education Unit and the University of Louisville desire to enter into this agreement to establish the terms and conditions of the mutually beneficial relationship between the Board and the University/College the College Readiness/Renewing Education for Adult Learners Program (REAL) will provide programming that focuses on individuals in need of GED preparation or skills development to become college ready.

The Board and the University/College mutually agree as follows:

1. The Board and University/College agree that all arrangements in reference to this program shall be governed and consistent with Kentucky law and policies of the Board, as well as those of the University/College.
2. The University/College shall designate on (1) representative to serve as liaison between it and the Board. That person, as representative of the University/College, shall have access to all Board administration and staff necessary to properly facilitate communication and relationships between the University/College.
3. The Board shall designate one (1) representative to serve as liaison between it and the University/College. That person, as representative of the Board, shall have access to all University/College faculty and staff necessary to properly facilitate communication and relationships between the Board.
4. All materials publicizing programming associated with this relationship must be approved by both the Board and University/College liaisons.
5. The University/College shall collect and provide pertinent information about each participant in the program to the Board.
6. The Board will assign a qualified instructor for the college readiness adult education/GED course (s). The Board will administer all needed testing pre and post for the program participants. The Board will provide the necessary instructional materials and supplies and PowerPath screenings and will pay the salary and fringe benefits of the instructor as set forth in the Program Budget attached to the Agreement. The University/College will pay to the Board the total amount of funds set forth in the Program Budget no later than March 1, 2013.
7. The Board and the University/College assume the responsibility for screening and background checks for their respective employees or volunteers in the program.

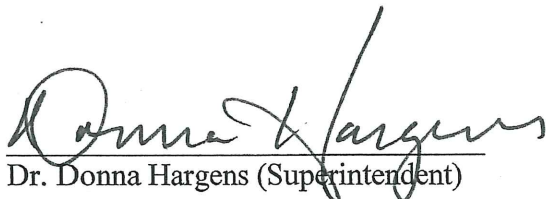
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8. The Board and the University/College shall be considered independent parties and neither shall be construed to be an agent or representative of the other party and therefore have no liability for acts or omissions of the other party.
9. The Board and the University/College will design mutually beneficial assessments and agree to share the results of those assessments. The results must maintain the privacy of the participants in accordance with Federal and Kentucky State law.
10. No participant will be denied equal education opportunities by the Board or University/College because of his or her age, color, handicap condition, marital status, national origin, race, religion, sex, or veteran status.
11. The program will operate from January 22, 2013 for 16 weeks, with 5 hours of instruction per week on-site at the Simmons College of Kentucky. This program will follow the holiday and inclement weather policies of the Board. The specific days and times of the instruction periods during the 16 week program must be approved by both the Board and University/College liaisons.

**TERM:** It is mutually agreed by and between the parties the period covered by this agreement shall be from January 22, 2013 to June 30, 2013, inclusive, and will automatically renew for successive renewal terms of one year beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of the following year unless either party provides written notice of non-renewal with at least a 30 day notice prior to the initial term or any renewal term.

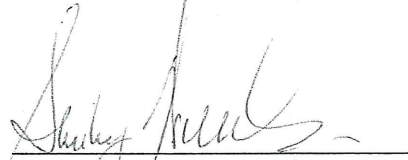
IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the parties to this agreement; have caused this Agreement to be executed as of the date first above written.

JEFFERSON COUNTY  
BOARD OF EDUCATION

  
Dr. Donna Hargens (Superintendent)

DATE: 1/15/13

UNIVERSITY/COLLEGE

  
Dr. Shirley Willihnganz,  
(Exec. Vice President  
University Provost)

DATE: 12/20/12



**COLLEGE READINESS / ADVANCE  
REQUEST FOR PROPOSALS**

**PROGRAM BUDGET**

The Program Budget should realistically estimate how much money is needed from University of Louisville. This application should be for funds which are essential for the program.

Proposal based on State/Local funding.

<b>THE PROGRAM BUDGET</b>	<b>REQUESTED AMOUNT</b>
Staff Salary & Fringe	\$4,000
PowerPath Screenings (\$190/screening)	\$1,900
Instructional Materials & Supplies	\$800
<b>TOTAL:</b>	<b>\$6,700</b>