

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made by and between the first party, the Jefferson Community & Technical College (JEFFERSON COMMUNITY & TECHNICAL COLLEGE), Gallatin Adult Education, 33 Boardwalk Warsaw, Kentucky 41095 and the second party, Gallatin County Lower Elementary, 25 Boaz, Warsaw, Kentucky 41095 (hereafter referred to as Provider) on this 1st day of June 2012.

PERIOD OF CONTRACT

The period in which the services are to be performed under this contract is from July 1, 2013 through June 30, 2014.

PROJECT SCOPE

The Provider agrees to make the cafeteria with a 2200 square footage of cafeteria space available at 25 Boaz, Warsaw, Kentucky, for Jefferson Community and Technical College Adult Education Program to partner with the schools in having family literacy courses associated with the Adult Education/Family Literacy curriculum. The space located at 25 Boaz, Warsaw, Kentucky will be made available to Jefferson Community & Technical College on Tuesdays and Thursdays from 3 pm until 4:30 pm each week for the purpose of operating family literacy programs at times that are mutually agreeable to the parties. The number of students shall not exceed 70.

GENERAL PROVISIONS

AMENDMENT CLAUSE

This agreement can only be altered or amended in writing and with the mutual consent of the parties.

EXTENSION

This agreement may be extended automatically on an annual basis by the mutual consent of both parties.

CANCELLATION CLAUSE

Either party may cancel this Memorandum of Agreement at any time for cause and may cancel without cause after (30) days written notice.

DISCRIMINATION PROHIBITED

Both parties agree not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; American with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; and all other applicable laws which prohibit discrimination and implementing regulation, guidelines, and standards lawfully adopted and promulgated under the laws.

CHOICE OF LAW AND FORUM PROVISION

All questions as to the execution, validity, interpretation and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

ACCESS TO AND MAINTENANCE OF RECORDS

The Second Party, as the contractor, as defined in KRS 45A.030(7), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the

Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the service.

Approved:

D. NABBY

President, Jefferson Community and Technical College

6.3.13

Date

Approved:

Jac W. J. J.

Gallatin County Lower Elementary

7/10/13

Date

