

Memorandum of Agreement



THIS AGREEMENT is made by and between the First Party, the Kentucky Community and Technical College System, on behalf of Jefferson Community & Technical College (JCTC), and the Second Party, Jefferson County Board of Education (JCBOE), on behalf of Jefferson County Adult Education (JCAE).

PERIOD OF CONTRACT

This Agreement begins on January 1, 2014 and extends through June 30, 2014.

Either party may notify the other party with a 30-day written notification of the intent to end the agreement at any time for any reason and without penalty. If notice to terminate this agreement occurs, there will be no further enrollment of students and neither party shall have any further obligations after such termination.

The provisions of this agreement may be amended with the approval of both parties. Such amendments will be in writing, signed by both parties, and will become part of this agreement. In the event any portion of this agreement is found to be in conflict with applicable Federal Laws, rules, and regulations, such laws, rules and regulations shall apply, and other provisions of this agreement will remain valid while such conflicts are brought to resolution.

PROJECT SCOPE

Jefferson Community & Technical College (JCTC) and Jefferson County Board of Education (JCBOE) through its Adult Education program (JCAE) are partners in a statewide initiative called Accelerating Opportunity- Kentucky (AOKY). AOKY's goal is to ensure that more Kentucky adults gain the skills they need for today's high-demand jobs through innovative educational programs that will in turn lead to valuable credentials. AOKY will offer a contextualized environment where basic skills are integrated into technical coursework. Specific services include instructional support as well as some textbooks, testing materials and supplies, and technology related supplies as allowable under the AOK program rules and regulations and in the career pathways on Attachment #1.

Jefferson Community and Technical College agrees to the following responsibilities:

- Employ a full-time AOKY coordinator to work collaboratively with the Second Party;
- Manage the operational aspect of the program on a day-to-day basis including scheduling and staffing workshops, monitoring budgets, processing grant documents, planning professional development activities, tracking all metrics required by funding agency, providing communication and support to all partners;
- Coordinate with local partners to identify and recruit program participants;
- Leverage collective resources as appropriate;
- Promote and market AOKY in collaboration with partners.

Jefferson County Adult Education agrees to the following:

- Provide qualified instructors to team teach Adult Basic Education

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- content based on 35-50% of the class lecture hours;
- Collaborate with faculty and staff representing the First Party to align curriculum with class content and instructional materials and participate in lesson planning;
- Assist with contextualizing the ABE curriculum to the technical content of the classes;
- Work with students in small groups to provide supplemental instruction when appropriate;
- Coordinate with local partners to identify and recruit program participants.

PAYMENT

This agreement is total not to exceed \$18,788.00 (eighteen thousand seven hundred and eighty eight dollars) for services rendered by Jefferson County Adult Education from January 1, 2014 through June 30, 2014. Payment will be made based on the AOK approved budget, included in **Attachment #1**, and only for the Career Pathways and related courses that are actually implemented. In the event that a Pathway is not implemented as planned or the number of course sections are reduced, payment will be reduced accordingly, based on **Attachment #1**.

The JCAE will provide invoices monthly and within 45 (forty-five) days of the end of the month through April, 2014. May and June 2014 invoices must be received by July 15, 2014. Invoices should include documentation of actual expenditures of the services rendered under this agreement. MUNIS Expense or Monthly Budget Reports are acceptable documentation. Invoices and related documentation should be sent to:

Joanna Lynch
Director of Grants and Contracts
Jefferson Community & Technical College
109 E. Broadway, BB 304
Louisville KY 40202.

AMENDMENT

This Agreement may not be altered or amended unless in writing with the mutual consent of the parties.

CANCELLATION CLAUSE

Either party may cancel this Agreement at any time for cause and may cancel without cause upon 30-day written notice to the other party.

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 and 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

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amended; and all other applicable laws which prohibit discrimination and implementing regulation, guidelines, and standards lawfully adopted and promulgated under the laws.

Approved: Anthony L. Newberry
Dr. Anthony L. Newberry, President
Jefferson Community & Technical College

Date: MARCH 3, 2014

Approved: _____
Dr. Donna Hargens, Superintendent
Jefferson County Public Schools

Date: _____

Attachment #1

AOK Approved Budget for Adult Education Expenses and Career Pathways Career Pathways January 1, 2014 – June 30, 2014

AO Program Expenses: January 1-June 30, 2014					
College: Jefferson Community and Technical College					
Contact:					
Adult Education Expenses					
PATHWAY	Allied Health	Auto Tech #1 Brakes	Auto Tech #2 Electrical	Carpentry	HVAC
Number of sections taught	3	2	2	4	3
Total credit hours/section	8	5	5	10	8
Projected AO Enrollment/section	20	11	15	15	15
Total Enrollment for Pathway					
KYAE Instructor Hours/pathway	132.75	97	119.5	138.5	129
INSTRUCTOR SALARIES					
Technical Instructor 1					
Technical Instructor 2					
Technical Instructor 3					
Technical Instructor 4					
Technical Instructor 5					
Adult Education Instructor 1	\$ 1,111.00	\$ 1,327.00	\$ 1,329.00	\$ 1,001.00	\$ 1,111.00
Adult Education Instructor 2	\$ 1,413.00	\$ 1,327.00	\$ 1,934.00	\$ 1,001.00	\$ 1,313.00
Adult Education Instructor 3	\$ 1,111.00			\$ 800.00	\$ 1,111.00
Adult Education Instructor 4				\$ 1,001.00	
Adult Education Instructor 5					
TOTAL:	\$ 3,635.00	\$ 2,654.00	\$ 3,263.00	\$ 3,803.00	\$ 3,535.00
Classroom Consumables (Itemize)					
Workbooks					
Textbooks	\$ 120.00	\$ 120.00	\$ 120.00	\$ 240.00	\$ 120.00
Testing materials & supplies	\$ 141.00	\$ 94.00	\$ 94.00	\$ 188.00	\$ 141.00
Technology related supplies	\$ 120.00	\$ 80.00	\$ 80.00	\$ 120.00	\$ 120.00
TOTAL:	\$ 381.00	\$ 294.00	\$ 294.00	\$ 548.00	\$ 381.00
AO Coordinator Salary & Benefits					
Current Expense (Itemize)					
Office Supplies					
Travel					
Professional Development					
Promotional Items					
Food for events					
TOTAL:					
Success Coach Salary & Benefits (if applicable)					
College Program Costs					
	Adult Education Costs				
	Total Budget	KYAE Core Funding	Grant Request		
Instructor Salaries	\$16,890.00	\$0.00	\$16,890.00		
Program Funding Consumables	\$1,898.00	\$0.00	\$1,898.00		
Sub-Total	\$18,788.00	\$0.00	\$18,788.00		
Coordinator Salary & Benefits					