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 August 1, 2014 and extends through December 31, 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 \$6,560.00 (Six thousand five hundred and sixty dollars) for services rendered by Jefferson County Adult Education from August 1,2014 through December 31, 2014. Invoices must be developed based on the AOK approved budget, included in **Attachment #1**, and <u>only</u> 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**. Both parties will be made aware of Career Pathways that are implemented and those that are not by late August, 2014. Such information will be translated via electronic mail to JCPS Adult Education. Payment will be made according to the approved budget in Attachment #1 and the invoices received. In the unlikely event that additional pathways are developed, JCTC and JCAE will work together to propose a budget for those pathways and revise Attachment #1 as needed.

The JCAE will provide invoices monthly and within 45 (forty-five) days of the end of the month through October, 2014. November and December 2014 invoices must be received by January 15, 2015. Invoices should include documentation of actual expenditures of the services rendered under this agreement and must be based on Attachment #1. MUNIS Expense or Monthly Budget Reports are <u>not</u> acceptable documentation. Invoices and related documentation should be sent to:

Gina Embry
Director of AOK Programming
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.

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

Approved	HAVILY L. NEDERLY
	Dr. Anthony L. Newberry, President
	Jefferson Community & Technical College
Date:	August 14, 20,4
Approved	: :
	Dr. Donna Hargens, Superintendent
	Jefferson County Public Schools
Date:	·

AO Program Expenses: JULY 1-DECEMBER 31, 2014

College: Jefferson Community and Technical College Contact:

	Н	Adult Education Expenses					
PATHWAY		Allie	d Health	Ste	to Tech #1 eering and spension	1	to Tech #2 ctrical
Number of sections taught	П	-	3		3		3
Total credit hours/section	П		8		8		8
Projected AO Enrollment/section	П		20		11		15
Total Enrollment for Pathway	Н		20		11		15
KYAE Instructor Hours/pathway	П		132.75		117		139.3
INSTRUCTOR SALARIES	Ц						
Technical Instructor 1	П					100	
Technical Instructor 2	Н					888	
Technical Instructor 3	Н						
Technical Instructor 4	Н						
Adult Education Instructor 1	П	5	1,116.00	5	1,335.00	\$	1,335.00
Adult Education Instructor 2	П	5	1,425.00	5	1,335.00	5	1,954.00
Adult Education Instructor 3	П	\$	1,116.00	5	1,267.00	\$	1,267.00
Adult Education Instructor 4	П						
TOTAL:	П	5	3,657.00	5	3,937.00	5	4,336.00
Classroom Consumables (Itemize)	=					_	
Workbooks	П					Г	
Textbooks	П	\$	120.00	5	120.00	\$	120.00
Testing moterials & supplies	П	\$	141.00	5	94.00	\$	94.00
Technology related supplies	Ц	\$	120.00	\$	80.00	\$	80.00
TOTAL:	Н	5	381.00	5	294.00	5	294.00
AO Coordinator Salary & Benefits	H						
Current Expense (Itemize)							
TOTAL:							
Success Coach Salary & Benefits							
(if applicable)							

Instructor Salaries	
Program Funding Consumables Sub-Total	
Coordinator Salary & Benefits	
Current Expense	
Success Coach Salary & Benefits	
Sub-Total	
	TOTAL:

College Program Costs

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	Total Budget	KYAE Core Funding
Instructor		
Salaries	\$12,130.00	\$0.00
Classroom		
Consumables	\$969.00	\$0.00
TOTAL:	\$13,119.00	\$0.00

NOTE: Total Adult Edicosts will be divided; one half will be paid by JCTC via contract; one half will be paid by KYAE. As per AOK requirements, JCTC contractual funding should be billed before billing to KYAE begins.