

AMENDMENT TO AFFILIATION AGREEMENT

THIS AMENDMENT ("AMENDMENT) to the AFILIATION AGREEMENT (the "AGREEMENT") is made and entered into as the 14th day of September, 2016 by and between SPALDING UNIVERSITY (the "UNIVERSITY"), and the Jefferson County Board of Education, on behalf of EASTERN HIGH SCHOOL (the "SCHOOL").

WHEREAS THIS AMENDMENT is being entered into for the purpose of amending and supplementing that certain Agreement dated July 1, 2016 between the UNIVERSITY and the SCHOOL (the "Agreement"), and

WHEREAS, the parties hereto desire to amend and supplement 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. Pursuant to Executive Order 2016-378 issued on June 24, 2016, UNIVERSITY desires to participate in the Dual Credit Scholarship (DCS) program administered by the Kentucky Higher Education Assistance Authority (KHEAA), has so executed the Kentucky Higher Education Assistance Authority 2016-2017 Dual Credit Scholarship Program Administrative Agreement and is listed as a Participating Postsecondary Institution (PPI).
- 2. Sections 3.D and 5.A in the Agreement are deleted and are replaced by the following provisions:
 - A. UNIVERSITY agrees to charge no more than the Dual Credit Tuition Rate Ceiling, equal to one-third (1/3) of the Kentucky Community and Technical College System in-state hourly tuition rate, or \$52 per credit hour for the 2016-2017 academic year. The tuition rate for dual credit courses offered for the 2016-2017 academic year is \$52 per credit hour enrolled, regardless of the number of dual credit courses the eligible student enrolls in.
 - B. UNIVERSITY understands that DCS funds will only be disbursed for each eligible dual credit course completed by an eligible student with a grade greater than or equal to a D-; UNIVERSITY will be financially responsible in instances where dual credit students do not pass the course.
- 3. Section 5 in the Agreement is supplemented by adding the following provisions:
 - A. Course withdrawal deadlines for dual credit courses are noted below. Students may withdraw from dual credit courses up until the withdrawal deadline. DCS grade report

will reflect "W" for course withdrawal. For the purposes of the DCS program, withdrawal from a course after the withdrawal deadline is treated the same as a failing grade; UNIVERSITY will be financially responsible, regardless of date of withdrawal.

- a. BA-250, Principles of Management November 18, 2016
- b. MKT-240, Principles of Marketing November 18, 2016
- 4. Except as amended and supplemented as set forth above, the terms and conditions in the agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on this date as noted below.

'UNIVERSITY'	'SCHOOL'
Spalding University 845 South Third Street Louisville, KY 40203 By: Provost Date: 2/30/20/6	Eastern High School 12400 Old Shelbyville Road Louisville, KY 40243 By: Title: Phycipal Date: \$-31-16
	Jefferson County Board of Education By: Title: Date: