

AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

This Amended and Restated Memorandum of Agreement ("Agreement"), made and entered into by and between the Jefferson County Board of Education, a Kentucky public school district doing business as the Jefferson County Public Schools, 3332 Newburg Road Louisville, Kentucky 40218, (herein referred to as JCPS) and the Rotary Club of Louisville, a Kentucky nonprofit corporation, 401 West Main Street, Suite 810, Louisville, KY 40202, (herein referred to as RCL), in order to amend and restate in its entirety the original Memorandum of Agreement entered into by JCPS and RCL as of May 19, 2015, and amended by the Amendment to Memorandum of Agreement entered into by JCPS and RCL as of August 10, 2016, which original Memorandum of Agreement, as amended, was entered into by the parties to create a Louisville Rotary Promise Scholarship program (hereinafter referred to as LRPS).

The Rotary Club of Louisville, Kentucky and Jefferson Public Schools seek to work together to offer a Louisville Rotary Promise Scholarship program; the goal is to positively impact the college attainment rates in Jefferson County, Kentucky. Initial efforts of the program will seek to address the affordability of a college education for children of low income families. The program will begin with a focus on JCPS high schools that have low college attendance rates and serve a high number of low income families with the goal of offering tuition-free attendance at JCTC for eligible students.

The purpose of this Agreement is to delineate the operational guidelines of the LRPS program and define the respective roles and responsibilities of JCPS and RCL.

JCPS and the RCL agree to the following operating terms for the LRPS.

Selection of High Schools:

1. The Rotary Club of Louisville agrees to select high schools targeted for the LRPS program based on the recommendations of JCPS which will recommend high schools that have the highest demonstrated need for the LRPS program. High school selections will be based on a review of data including but not limited to: state assessment scores, current college attendance rates, and the number of low income families whose children are served by the school. The ultimate goal of the LRPS program is to include four high schools that are considered underperforming schools. Currently the program is serving two high schools; Western (as of Fall of 2012, Class of 2016) and Iroquois (as of Fall of 2013, Class of 2017).
2. The Rotary Club of Louisville may add two additional high schools to the LRPS program, depending on the effectiveness of the existing program, the RCL's ability to secure the required funding, and RCL's ability to provide volunteer student support programs in additional schools.

High School Student Eligibility Requirements:

In order to be eligible for the LRPS program, high school students must graduate from a LRPS High School where they entered as a freshman and maintained continuous enrollment: .

1 - with a 2.5 or better GPA (weighted)

2 - have a minimum 90% cumulative attendance record

3 - have no major disciplinary problems as defined by RCL in consultation with JCPS*.

Additionally, a student must complete a Free Application for Federal Student Aid (FAFSA), the application for federal and state financial aid in the 12 grade

*Currently defined as "no alternative placement" or school board action and fewer than eight (8) days of suspension from the 9th to 12 grades.

**RCL may modify the criteria for eligibility of JCPS students - in consultation with JCPS and JCTC - if needed to adjust to available funding from the performance of the LRPS Endowment with KCTCS, the KCTCS matching funds, and the JCTC tuition waiver policy.

The Scholarships:

The Rotary Promise Scholarship is established to provide funding for tuition for two years at JCTC. The two year (2) period begins immediately after high school graduation for each LRPS recipient and is defined as twenty-four (24) months. The Scholarship will provide tuition funding if all other sources of funds (including but not limited to Federal and state grants) have been applied for, but funds received are not sufficient to meet tuition costs.. LRPS will then provide funding on a "last dollar" basis for a maximum of two (2) years, for up to and including thirty (30) credit hours per year, for a maximum of sixty (60) credit hours toward an Associate's Degree or technical certification. In some cases, the credit hours may include developmental courses at JCTC. Scholarships will be provided for eligible high school graduates from targeted Jefferson County Public Schools high schools as provided for in this Agreement.

In order to be considered for a LRPS, high school students must first complete, submit, and verify (as needed) a FAFSA. This is an important element since the LRPS is designed to be a "last dollar" investment, and all other sources of funds must be expended prior to the award of LRPS funding. LRPS will cover the tuition gap for students who apply for government sponsored financial aid, including Pell Grants, the state College Access Program (CAP) or the Kentucky Educational Excellence Scholar

Note: While not part of the LRPS program, The University of Louisville is offering financial assistance to LRPS graduates of JCTC in the amount of \$10,000 over two years immediately following graduation at JCTC toward a baccalaureate degree.

Additional Responsibilities of JCPS:

1. Work with RCL and JCTC to select high schools with the highest demonstrated need for such an incentive program based on state assessment scores, current college-going rates, number of low income families, and other criteria that JCPS considers relevant. JCP has designated two LRPS high schools, Western and Iroquois, and understands RCL may be able to expand the program to two more.

2. Freshmen high school students in targeted high schools will be encouraged to become eligible for the LRPS program; LRPS will be presented to students and parents as part of the JCPS Freshman orientation programs. Students and parents will be informed of the LRPS program and its requirements found on page 2.
3. Designate a liaison in each school to coordinate and promote the program with RCL
4. Help RCL measure the effectiveness of the LRPS program by tracking LRPS metrics and regularly reporting the results.
 - a. Entering freshmen will be tracked as a graduation cohort through their four years of high school.
 - b. At the conclusion of each trimester, JCPS will report the number of students who meet each metric as well as meet the overall combined metric. Each metric is a cumulative standard going back to the freshman year and not just for the current trimester/school year. Each report will include the number of LRPS-eligible students as well as the percentage they represent of the entire cohort.
 - c. These metrics also will be generated for each school for at least the year before LRPS was/is introduced to serve as a base year.
5. Provide feedback regarding the impact of RCL programs (number of students and comments) including but not limited to: student surveys; anecdotes of students who stayed on track; teacher, administrator, counselor and parent's feedback.
6. Help identify for RCL the in-school programs that JCPS and RCL can jointly offer that are most effective in supporting the LRPS program and match RCL's ability to provide support.

Additional Responsibilities of the Rotary Club of Louisville:

1. Envisions offering the LRPS programs in four high schools and has introduced LRPS into two high schools as of the 2013-2014 school year. RCL will decide whether to underwrite the additional high schools based on (1) the effectiveness of the existing programs as measured with the help of JCPS, (2) the availability of donor funds, and matching funds and tuition waivers from JCTC, (3) the ability to provide the additional resources for the support services/programs deemed most important to the success of the program
2. Make its best effort to provide volunteer support programs/services for the RPC program and for LRPS eligible students that are identified with the help of JCPS as being most effective at encouraging academic performance, completion of high school, pursuit of post-secondary education, and/or success in a career.
3. Work with JCPS to identify support programs that RCL and JCPS can jointly offer for LRPS students, and students the LRPS high school believe have the potential to become eligible. The delivery and design of the student support services will be modeled after programs that have established best practices with proven success rates with at-risk students. RCL will commit to opportunities based on the Club's available resources (volunteers and, if required, financial). RCL may provide support services by working with other Rotary Clubs or community organizations. JCPS will help identify opportunities for collaboration.
4. Requests for information, data and/or reports shall be made to the JCPS Department of Data Management, Planning and Program Evaluation Services. Any such information, data, reports or access shall be limited to the evaluation of the LRPS Program and shall

be made consistent with any applicable federal or state laws relating to the provision of such information.

Process for Determining Keeping or Transitioning the LRPS High Schools:

Annually, JCPS and the Rotary Club of Louisville's LRPS leaders will convene as described in the Memorandum of Agreement to discuss progress, celebrate accomplishments, and problem-solve challenges. The leading indicators described below will be one part of the progress updates. One agenda item will be the discussion of keeping or transitioning the LRPS high schools.

The combined leadership team will consider two targets as paramount in determining continued implementation at the current schools or transitioning as described below. If the targets have not been met, the LRPS will continue at the current schools.

If the targets have been met at a LRPS high school, the combined leadership team will discuss and agree upon a transition timeline to exit that high school. The timeline should take into consideration the LRPS commitment to current and soon-to-be enrolled students (school choice allows students to select schools by January before the start of school).

However, if the targets are met, and JCPS nevertheless believes termination of the program would jeopardize the progress that has been achieved, JCPS can present its reasoning to the Rotary Club of Louisville which will have the option of delaying the phase-out of the program.

Target 1:

The number of students matriculating to college the fall after graduation increases to meet the JCPS district average.

Target 2:

The school is no longer classified as underperforming by state accountability standards. This criteria will be reviewed if/when the current state definitions of "underperforming" change. Currently, the state identifies underperforming school by performance ranking on the state accountability score which includes end of course exams, ACT scores, graduation rates, and college/career readiness rates as well as gap reduction and growth metrics.

Termination:

It is recognized there may be circumstances under which either or both parties believe it is necessary or in the best interest of the students or the LRPS program itself to terminate the overall program or the program in a particular high school. Such a decision will only be made after consultation with the other party and after all reasonable efforts to correct the underlying problem(s):
—JCPS may terminate its participation in the overall program or the program in a specific high school if it determines it is ineffective in improving academic performance or if RCL is unable to provide the minimal student support needed to support the program or if there is inadequate support from a school's administration.

—RCL may terminate the overall LRPS program or a program in a specific LRPS high school if adequate funding is no longer available for “last dollar” scholarships or if it is unable to provide the in-school support programs that JCPS considers essential to the program or if there is inadequate support from a school’s administration.

If a decision is made to terminate the overall program or the program in a specific high school, both JCPS and RCL will work together to smoothly phase out the program. RCL will make reasonable effort to provide scholarship assistance to students currently enrolled at the affected LRPS high schools who are then eligible.

Any changes will be fully communicated to, and coordinated with, JCTC.

This Agreement may be terminated immediately by either party upon written notice because of fraud, misappropriation, embezzlement or malfeasance.

This Agreement may also be terminated by either party if it believes the other has failed to perform the duties required under this Agreement. Written notice must be given and reasonable efforts made to correct the failure before resorting to termination.

A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

Should the LRPS program be terminated for any reason, the principal and any accumulated income from the principal and JCTC/KCTCS matching in the endowment will be used to assist former Jefferson County Public School students with a documented financial need. This assistance will be distributed in a manner mutually agreed upon by JCTC/KCTCS and RCL. LRPS students enrolled at the time of termination would be given priority as beneficiaries, followed by students in the pipeline from one of the targeted high schools at the time of termination.

Duration:

This Agreement shall be effective upon the date of execution by both parties and shall continue through and including June 30, 2018. This Agreement shall be automatically renewed for successive one-year periods unless either party shall have delivered written notice to the other, not less than sixty (60) days prior to the expiration of the initial term or any renewal term, that the party does not intend to renew this Agreement. RCL and JCPS will review this Agreement annually in December, to maintain academic standards, quality, competency and integrity of the partnership and this Agreement may be mutually modified at any time by a written agreement signed by both parties.

Choice of Law and Forum:

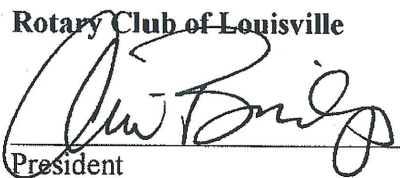
The laws of the Commonwealth of Kentucky shall govern all issues as to the execution, validity, interpretation and performance of this Agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Jefferson County Circuit Court of the Commonwealth of Kentucky.

Jefferson County Board of Education

Superintendent

Date

Rotary Club of Louisville



President

61603871.1

3-29-2017
Date

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2. The Rotary Club of Louisville may add two additional high schools to the LRPS program, depending on the effectiveness of the existing program, the RCL's ability to secure the required funding, and RCL's ability to provide volunteer student support programs in additional schools.
3. The process by which an LRPS high school will be deemed to be no longer "underperforming" will be developed by JCPS in consultation with RCL by January 29, 2016. JCPS and RCL will also develop a process for determining whether the LRPS program will be transitioned to another qualifying high school or kept in place to sustain performance gains.

High School Student Eligibility Requirements:

In order to be eligible for the LRPS program, high school students must graduate from a LRPS High School where they entered as a freshman and maintained continuous enrollment: .

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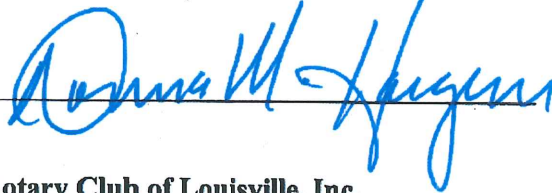
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Choice of Law and Forum:


The laws of the Commonwealth of Kentucky shall govern all issues as to the execution, validity, interpretation and performance of this agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of the agreement, shall be filed in the Jefferson County Circuit Court of the Commonwealth of Kentucky.

Jefferson County Public Schools



6/23/15

Rotary Club of Louisville, Inc.

 5.19.2019
President Date