

OK AS TO F...  
A.M.H. 11.10.2023

AMENDMENT TO AGREEMENT

THIS AMENDMENT is made and entered into 10/6/2023 by and between KET Foundation, Inc., 600 Cooper Drive, Lexington, KY, 40502, hereinafter referred to as the Foundation and Jefferson County Public Schools, hereinafter referred to as the Contractor. This amendment supersedes the contract agreed to on 10/6/2022, changes the terms of the agreement for the items listed below.

Contract expiration date changed from 09/30/2023 to 11/30/2023.

All other aspects of the contract remain the same.

ACCEPTED AND AGREED TO:

KET FOUNDATION, INC.

SIGNATURE: \_\_\_\_\_

*Kate Mayfield*

BY: Elaine Crawford

*Beth Gance*

TITLE: Chief Administrative Officer

*Tonya Crum*  
Tonya Crum - KET (Oct 17, 2023 16:49 EDT)

DATE: \_\_\_\_\_

*Cynthia Barton*  
Cynthia Barton (Oct 18, 2023 15:18 EDT)

*Shanon Maggard*  
Shanon Maggard (Oct 18, 2023 16:04 EDT)

CONTRACTOR (print): Martin Pollio, Ed, D.

SIGNATURE: \_\_\_\_\_

TITLE: Superintendent

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

C.S. AG 101-01  
A.M.H. 9.27.2022

Kentucky Educational Television Foundation, Inc.  
600 Cooper Drive  
Lexington, KY 40502

**Grant: KDE Online Learning EC**

**Department: Education, Kentucky Online Learning Experience  
Collaborative**

**Budget Code: 4142  
Encumbrance Amount: \$5,000**

**This Grant Is Effective: 10/1/2022**

**And Expires: 9/30/2023**

**Grant For: Jefferson County Public Schools**

**SECTION 2. COMPENSATION**

A. Payment to the Grantee shall be made as follows:

Upon execution of contract	\$5,000
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B. Grantee agrees that such sum shall be the full compensation for his/her services hereunder unless otherwise stated herein. Unused funds must be returned to KET by October 15, 2023.

**SECTION 3. SOCIAL SECURITY**

The parties are cognizant that the Foundation is not liable for Social Security contribution pursuant to 42 U. S. Code, Section 418, relative to the compensation of the Second Party for this Grant.

Grantee shall be solely responsible for payment of wages and benefits to any employees used in the conduct of this Grant. This Grant relationship shall not be construed as exclusive.

Grantee shall not hire Foundation or KY Authority for Educational Television employees to perform any portion of the work or services provided for herein, except upon written prior approval of the Foundation.

**SECTION 4. LIABILITY**

To the extent permitted by law, Foundation and Grantee mutually agree to indemnification for any and all liability or loss arising in any way out of the performance of their respective obligations under this Grant. The work to be performed under this Grant will be entirely at the Grantee's risk. Any public liability or Worker's Compensation insurance which may be required for performance of the Grant is the sole responsibility of the Grantee.

**SECTION 5. DURATION**

Either party may cancel this Grant on fourteen days' written notice; otherwise, the Grant shall remain in force until September 30, 2023. The Grant period shall begin on October 1, 2022 and end September 30, 2023.

**SECTION 6. INTEGRATION AND MODIFICATION**

This agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. There may be no modification of the agreement, except in writing, executed with the same formality as this instrument.

**SECTION 11. AUTHORIZED TO DO BUSINESS IN KENTUCKY**

The Grantee affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of the Grant.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

**KENTUCKY EDUCATIONAL TELEVISION FOUNDATION, INC.**

SIGNATURE:

BY: Elaine Crawford

TITLE: Chief Operations Officer

EMAIL: [ecrawford@ket.org](mailto:ecrawford@ket.org)

PHONE: 859-258-7261

DATE: \_\_\_\_\_

**JEFFERSON COUNTY PUBLIC SCHOOLS, GRANTEE**

SIGNATURE: 

BY: Martin Pollio, Ed.D.

TITLE: Superintendent

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

TIN: \_\_\_\_\_

FUNDS AVAILABLE:

\_\_\_\_\_  
Business Office

DATE: \_\_\_\_\_