

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING BETWEEN
NORTHERN KENTUCKY UNIVERSITY
AND
PARTICIPATING DISTRICTS OF THE
NORTHERN KENTUCKY COOPERATIVE FOR EDUCATIONAL SERVICES
FOR THE NKU YOUNG SCHOLARS ACADEMY**

This FIRST AMENDMENT (“Amendment”) is made between NORTHERN KENTUCKY UNIVERSITY (“NKU”), a public university and instrumentality of the Commonwealth of Kentucky, and the NORTHERN KENTUCKY COOPERATIVE FOR EDUCATIONAL SERVICES (“NKCES”), a collective comprised of several northern Kentucky public school districts (collectively, the “Parties”).

WHEREAS, in or around February 2022, the Parties entered into a Memorandum of Understanding (“MOU”) that outlined the terms of a collaboration for and expansion of the Young Scholars Academy in the northern Kentucky region, beginning with an initial term that would expire on July 31, 2024; and

WHEREAS, the Parties wish to extend the initial term by one year.

NOW, THEREFORE, the Parties agree as follows:

1. **Extension of Initial Term.** The Initial Term, as defined in the MOU, is hereby extended through July 31, 2025. Neither the Term, Initial Term, or the MOU may be further extended or renewed unless the Parties agree to do so in writing. The Parties acknowledge that the Renewal Term, as defined in the MOU, is not exercised by virtue of this First Amendment and that the exercise, if any, and duration of a Renewal Term would be determined by further mutual written agreement of the Parties.
2. **Effect of Expiration.** If the Initial Term is not extended or renewed, then the MOU will expire on July 31, 2025. In that event, during the 2025-2026 academic year, the Parties shall continue to perform their responsibilities pursuant to the MOU only with respect to Young Scholars Academy students in the high school graduating class of 2026 who participated in the Academy as juniors during the 2024-2025 academic year, and the Parties shall have no further responsibilities under the MOU after the 2025-2026 academic year.
3. **State Funding.** If the state provides earmarked funding to support the Young Scholars Academy during any portion of the remainder of the Initial Term, then the Parties shall promptly confer and agree to appropriate corresponding modifications to the MOU, including provisions regarding tuition, cost-per-district, and cohort size.
4. **Other Terms.** All terms of the MOU not modified by this First Amendment shall remain in effect. In the event of a conflict between the terms of the MOU and this First Amendment, the latter shall control.
5. **Counterparts.** This First Amendment may be executed in counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered by the duly authorized representatives of the Parties herein as of the date documented below.

NORTHERN KENTUCKY UNIVERSITY

NORTHERN KENTUCKY COOPERATIVE FOR EDUCATIONAL SERVICES

Name; Title: _____

Name; Title: _____

Date: _____

Date: _____

KENTON COUNTY SCHOOL DISTRICT

LUDLOW INDEPENDENT SCHOOL DISTRICT

Name; Title: _____

Name; Title: _____

Date: _____

Date: _____

PENDLETON COUNTY SCHOOL DISTRICT

ERLANGER-ELSEMERE SCHOOL DISTRICT

Name; Title: _____

Name; Title: _____

Date: _____

Date: _____

COVINGTON INDEPENDENT SCHOOL DISTRICT

NEWPORT INDEPENDENT SCHOOL DISTRICT

Name; Title: _____

Name; Title: _____

Date: _____

Date: _____

BRACKEN COUNTY SCHOOL DISTRICT

DAYTON INDEPENDENT SCHOOL DISTRICT

Name; Title: _____

Name; Title: _____

Date: _____

Date: _____