

MEMORANDUM OF UNDERSTANDING

Mercer County KEDC Adult Education

And

Mercer County Board of Education

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered by and between Mercer County KEDC Adult Education, (hereinafter "MCAE") with its principal place of business located at Conover Education Center/Campbellsville University-Harrodsburg Campus, 1100 Danville Road, and Mercer County Board of Education (hereinafter "MCBOE"), with its principal place of business located at 530 Perryville Street, Harrodsburg, KY 40330. MCAE and MCBOE are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS MCAE provides adult education services in Mercer pursuant to an agreement with the Kentucky Education and Labor Cabinet;

WHEREAS KEDC Adult Ed wishes to administer a Workplace Literacy program to help **eligible participants complete a 12-hour contextualized course for successful completion of the Kentucky Para-educator Assessment**,

WHEREAS MCAE and the MCBOE agree to design and implement Workplace Literacy program to provide individuals with the training needed to complete a 12-hour preparation course, achieve 80% or greater success on the provided KPA practice exams, and pass the KPA with a minimum score of 48 out of 60.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this MOU MCAE and the MCBOE understand this is not a legally binding agreement, but a mutually beneficial agreement of our agreed upon goals to mutually meet the training, education, and employment needs of the IET/WPL participants.

MCAE and the MCBOE agree as follows:

1. The MCAE **shall:**

Administer the KPA to all referred MCBOE employees.

Unsuccessful individuals will complete the TABE testing and be enrolled in the KPA Preparation program that includes the following:

- Given reading passages and in a mock classroom setting, students will read and comprehend texts while focusing on prereading strategies, finding the main idea and supporting details of the text, and different approaches to find the meaning of unknown words with at least 80% accuracy.

- In a mock classroom setting, students will use correct grammar, punctuation, and produce clear and coherent writing with at least 80% accuracy.
- In a mock classroom setting, students will demonstrate the ability to solve multi-step real life and mathematical problems using reasoning and problem-solving skills to accurately analyze information as they master these skills with at least 80% accuracy.
- In a mock classroom setting, students will examine the roles and responsibilities of a Para educator, determine the differences between a teacher and paraeducator, and given hypothetical situations will reflect on how they would react to maintain a student's confidentiality with at least 80% accuracy.

Upon completion of the program, students will be administered the KPA, and should score a minimum of 48 out of 60.

2. The MCBOE shall:

**Refer new-hire para-educators for KPA assessment,
Work with successful KPA completer for best placement.**

3. Period of Performance

This MOU shall be in effect for the period beginning 07/01/2025 and ending 6/30/2029.

4. Termination

This MOU may be terminated immediately by the **MCAE** or **MCBOE** upon **thirty (30)** business days' written notice to the other for its failure to cure a material breach of this MOU, prior written notice and opportunity to cure of at least **thirty (30)** business days having been afforded.

5. Modification

No waiver, alteration or modification of the provisions of this MOU shall be binding unless in writing and mutually agreed upon in writing by both the **MCAE** and the **MCBOE**.

6. Equal Opportunity

During the performance of this MOU, the **MCAE** and the **MCBOE** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against **MCAE** or **MCBOE** employee or student on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

7. Captions

Section titles or captions contained in the MOU are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this MOU or the intent of any provisions hereof.

8. Entire MOU

This MOU contains the entire agreement between the **MCAE** and the **MCBOE** related to the WPL/Paraeducator and supersedes any and all prior agreements.

IN TESTIMONY, THEREFORE, the parties have caused this MOU to be executed in their respective names, on the day and year signed below, with the effective date as shown in Paragraph Three of this MOU.

Kentucky Adult Education Local Provider:

Kristen L Tyler-Wade
Signature

7/3/2025
Date

Employer and/or Workforce Training Partner:

Signature

Date