

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 27 day of July, 2020, by and between **FOX AND HOUND CONDOMINIUM ASSOCIATION, INC.**, a Kentucky non-profit corporation, 1096-E Armstrong Mill Road, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **THREE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$325.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sidewalk improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easement
Armstrong Mill Road Sidewalk Improvement Project
(a portion of 1028 Armstrong Mill Road)
Parcel No. 3, Tract A

Being a tract of land lying in Fayette County along Armstrong Mill Road, and more particularly described as follows:

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

Beginning at a point on the existing southern Armstrong Mill right-of-way line, 34.26 feet right of the proposed Armstrong Mill centerline at Station 105+06.15; thence with the existing southern Armstrong Mill right-of-way, S 58 Degrees 52 Minutes 42 Seconds E, a distance of 25.69 feet to a point 34.04 feet right of the proposed Armstrong Mill centerline at Station 105+31.84; thence leaving the existing southern Armstrong Mill right-of-way, S 31 Degrees 02 Minutes 04 Seconds W, a distance of 5.00 feet to a point 39.04 feet right of the proposed Armstrong Mill centerline at Station 105+31.89; thence N 58 Degrees 52 Minutes 47 Seconds W, a distance of 25.70 feet to a point 39.26 feet right of the proposed Armstrong Mill centerline at Station 105+06.19; thence N 31 Degrees 07 Minutes 13 Seconds E, a distance of 5.00 feet to a point 34.26 feet right of the proposed Armstrong Mill centerline at Station 105+06.15 and the POINT OF BEGINNING; and

The above described parcel contains 129 sq. ft. of temporary construction easement; and,

Temporary Construction Easement
Armstrong Mill Road Sidewalk Improvement Project
(a portion of 1028 Armstrong Mill Road)
Parcel No. 3, Tract B

Beginning at a point on the existing southern Armstrong Mill right-of-way line, 33.59 feet right of the proposed Armstrong Mill centerline at Station 106+13.64; thence with the existing southern Armstrong Mill right-of-way, S 58 Degrees 57 Minutes 56 Seconds E, a distance of 20.13 feet to a point 33.66 feet right of the proposed Armstrong Mill centerline at Station 106+33.71; thence leaving the existing southern Armstrong Mill right-of-way, S 31 Degrees 02 Minutes 04 Seconds W, a distance of 5.03 feet to a point 38.69 feet right of the proposed Armstrong Mill centerline at Station 106+33.68; thence N 58 Degrees 52 Minutes 47 Seconds W, a distance of 20.14 feet to a point 38.59 feet right of the proposed Armstrong Mill centerline at Station 106+13.62; thence N 31 Degrees 07 Minutes 13 Seconds E, a distance of 5.00 feet to a point 33.59 feet right of the proposed Armstrong Mill centerline at Station 106+13.64 and the POINT OF BEGINNING; and

The above described parcel contains 101 sq. ft. of temporary construction easement; and

Temporary Construction Easement
Armstrong Mill Road Sidewalk Improvement Project
(a portion of 1028 Armstrong Mill Road)
Parcel No. 3, Tract C

Beginning at a point on the existing southern Armstrong Mill right-of-way line, 35.09 feet right of the proposed Armstrong Mill centerline at Station 109+86.96; thence with the existing southern Armstrong Mill right-of-way, S 58 Degrees 57 Minutes 56 Seconds E, a distance of 24.63 feet to a point 35.19 feet of the proposed Armstrong Mill centerline at Station 110+11.60; thence leaving the existing southern Armstrong Mill right-of-way, S 31 Degrees 02 Minutes 04 Seconds W, a distance of 5.04 feet to a point 40.23 feet right of the proposed Armstrong Mill centerline at Station 110+11.58; thence N 58 Degrees 52 Minutes 47 Seconds W, a distance of 24.64 feet to a point 40.09 feet right of the proposed Armstrong Mill centerline at Station 109+86.93; thence N 31 Degrees 07 Minutes 13 Seconds E, a distance of 5.00 feet to a point 35.09 feet right of the proposed Armstrong Mill centerline at Station 109+86.96 and the POINT OF BEGINNING; and

The above described parcel contains 124 sq. ft. of temporary construction easement; and

Temporary Construction Easement
Armstrong Mill Road Sidewalk Improvement Project
(a portion of 1028 Armstrong Mill Road)
Parcel No. 3, Tract D

Beginning at a point on the existing southern Armstrong Mill right-of-way line, 35.37 feet right of the proposed Armstrong Mill centerline at Station 111+12.75; thence with the existing southern Armstrong Mill right-of-way, S 58 Degrees 57 Minutes 56 Seconds E, a distance of 25.69 feet to a point 35.25 feet right of the proposed Armstrong Mill centerline at Station 111+38.44; thence leaving the existing southern Armstrong Mill right-of-way, S 31 Degrees 02 Minutes 04 Seconds W, a distance of 5.04 feet to a point 40.29 feet right of the proposed Armstrong Mill centerline at Station 111+38.46; thence N 58 Degrees 52 Minutes 47 Seconds W, a distance of 25.70 feet to a point 40.37 feet right of the proposed Armstrong Mill centerline at Station 111+12.76; thence N 31 Degrees 07 Minutes 13 Seconds E, a distance of 5.00 feet to a point 35.37 feet right of the proposed

Armstrong Mill centerline at Station 111+12.75 and the POINT OF BEGINNING; and

The above described parcel contains 129 sq. ft. of temporary construction easement; and

Temporary Construction Easement
Armstrong Mill Road Sidewalk Improvement Project
(a portion of 1028 Armstrong Mill Road)
Parcel No. 3, Tract E

Beginning at a point on the existing southern Armstrong Mill right-of-way line, 34.65 feet right of the proposed Armstrong Mill centerline at Station 112+70.15; thence with the existing southern Armstrong mill right-of-way, S 58 Degrees 57 Minutes 56 Seconds E, a distance of 9.84 feet to a point 34.60 feet right of the proposed Armstrong Mill centerline at Station 112+79.99, said point being on the existing eastern property line; thence leaving the existing southern Armstrong Mill right-of-way with the existing eastern property line, S 29 Degrees 06 Minutes 04 Seconds W, a distance of 12.74 feet to a point 47.34 feet right of the proposed Armstrong Mill centerline at Station 112+80.48; thence leaving the existing eastern property line, N 07 Degrees 50 Minutes 57 Seconds W, a distance of 16.36 feet to a point 34.65 feet right of the proposed Armstrong mill centerline at Station 112+70.15 and the POINT OF BEGINNING; and

The above described parcel contains 63 sq. ft. of temporary construction easement; and

All of the above mentioned parcels being a portion of the property conveyed to Lexington Properties, a Kentucky partnership by Deed dated June 6, 1980, of record in Deed Book 1253, Page 108, in the Fayette County Clerk's Office. Said common elements and maintenance thereof were conveyed by Master Deed and Declaration of Horizontal Property Regime for Fox and Hound Condominiums, dated June 6, 1980, of record in Deed Book 1253, Page 115 and Condominium Deed Book 005, Page 465; re-recorded in Deed Book 1303, Page 145 and in Condominium Deed Book 009, Page 240 and Amended in Deed Book 1303, Page 164 and in Condominium Deed Book 009, Page 259 and by the By-Laws of the Council of Co-Owners of Fox and Hound Condominiums (now known as Fox and Hound Condominium Association, Inc.) of record in Deed Book

1253, Page 133, all references in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that it will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 56-2020, passed by the Lexington-Fayette Urban County Council on February 6, 2020. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public right-of-way, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: PATTY DAVIS ,dc

202008030002

August 3, 2020

8:03:52 AM

Fees	\$53.00	Tax	\$.00
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Total Paid	\$53.00
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7 Pages

682 - 688

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 23 day of June, 2020, by and between **CRISTY GRAVITT and CHAD GRAVITT, wife and husband**, 1081 Armstrong Mill Road, Lexington, Kentucky 40517, which is the in-care of tax mailing address for the current year ("Grantors"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **FOUR HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$425.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantors have **BARGAINED** and **SOLD** and do hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of sidewalk improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

Temporary Construction Easement
Armstrong Mill Road Sidewalk Improvement Project
(a portion of 1081 Armstrong Mill Road)
Parcel No. 11

Being a tract of land lying in Fayette County along Armstrong Mill Road, and more particularly described as follows:

Return to:
Charles E. Edwards III
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

Beginning at a point on the existing northern Armstrong Mill right-of-way line and the existing western property line, 35.87 feet left of the proposed Armstrong Mill centerline at Station 107+50.39; thence leaving the existing northern Armstrong Mill right-of-way with the existing western property line, N 30 Degrees 01 Minutes 40 Seconds E, a distance of 19.51 feet to a point 55.37 feet left of the proposed Armstrong Mill centerline at Station 107+50.13; thence leaving the existing western property line, S 60 Degrees 56 Minutes 11 Seconds E, a distance of 21.88 feet to a point 56.03 feet left of the proposed Armstrong Mill centerline at Station 107+72.00; thence S 60 Degrees 26 Minutes 51 Seconds E, a distance of 13.12 feet to a point 56.32 feet left to the proposed Armstrong Mill centerline at Station 107+85.11, said point being on the existing eastern property line; thence with the existing eastern property line, S 30 Degrees 01 Minutes 40 Seconds W, a distance of 20.60 feet to a point 35.72 feet left of the proposed Armstrong Mill centerline at Station 107+85.39, said point being on the existing northern Armstrong Mill right-of-way; thence leaving the existing eastern property line with the existing northern Armstrong Mill right-of-way, N 58 Degrees 57 Minutes 56 Seconds W, a distance of 35.00 feet to a point 35.87 feet left of the proposed Armstrong Mill centerline Station 107+50.39 and the POINT OF BEGINNING; and

The above described parcel contains 703 sq. ft. of temporary construction easement; and

Being a portion of the property conveyed to Cristy Gravitt and Chad Gravitt, wife and husband, by deed dated May 25, 2016, of record in Deed Book 3402, Page 187, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantors. The temporary construction easement shall take effect upon the

commencement of construction of the project and will expire upon the completion of the project.

Grantors do hereby release and relinquish unto the Grantee, its successors and assigns forever, all of their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and do hereby covenant to and with the Grantee, its successors and assigns forever, that they are lawfully seized in fee simple of said property and have good right to sell and convey the same as herein done, and that they will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 56-2020, passed by the Lexington-Fayette Urban County Council on February 6, 2020. Pursuant to KRS 382.135(2)(c), this temporary construction easement, which pertains to a public right-of-way, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantors have signed this Temporary Construction Easement, this the day and year first above written.

GRANTORS:



CRISTY GRAVITT



CHAD GRAVITT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Cristy Gravitt and Chad Gravitt, wife and husband, on this the 23 day of JUNE, 2020.



Notary Public, Kentucky, State at Large

My Commission Expires: 7/29/2021

Notary ID # 583153

PREPARED BY:



Charles E. Edwards, III
Attorney
Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

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DEED BOOK 3767 PAGE 519

**I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.**



By: MELISSA STELTER ,dc

202007270003

July 27, 2020 8:30:08 AM

Fees \$50.00 Tax \$.00

Total Paid \$50.00

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5 Pages

515 - 519

MAYOR LINDA GORTON



LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

To: Abigail Allan, Council Clerk
Council Clerk's Office

From: Department of Law

Date: August 13, 2020

Re: Temporary Construction Easement
1028 and 1081 Armstrong Mill Road

Our File No. 19-RE0687
Armstrong Mill Road Sidewalk Improvement Project

Enclosed are the original recorded Temporary Construction Easements for the above-referenced properties to the Urban County Government for the Armstrong Mill Road Sidewalk Improvement Project. Please file the easements with the authorizing legislation, Resolution No. 56-2020.

If you have any questions, please let me know.

Sincerely,



Keith Horn
Managing Attorney

Enclosures

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AFFILIATION AGREEMENT
BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
THE UNIVERSITY OF LOUISVILLE

This Affiliation Agreement (hereinafter referred to as "Agreement") effective this 9th day of July, 2020, by and between Lexington-Fayette Urban County Government (hereinafter referred to as "Facility") and the **University of Louisville** of Louisville, a Kentucky higher education institution (hereinafter referred to as "University").

WITNESSETH:

WHEREAS, University offers a **Social Work Program** ("Program") at its campus located in Louisville, Kentucky and;

WHEREAS, Facility operates facilities which can provide a setting for practical learning and social work experiences, and;

WHEREAS, University requires that the students enrolled in the Program complete a social work practicum rotation under the supervision of a qualified professional and Facility desires to cooperate with the University by making its facilities available to students upon the conditions set forth in this agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

I. STUDENT ASSIGNMENT AND RESPONSIBILITIES

Facility agrees to provide students of the University with an opportunity to obtain practical learning and social work experiences in its facility, and the University agrees to assign students to Facility to obtain such learning and experiences on the terms and conditions hereinafter described.

- A. Placement of Students will be jointly agreed upon by Facility and the University after consultation with and consideration of the student's needs and qualifications.
- B. Facility will provide exposure to it appropriate facilities, settings and facilities for the student learning experience.
- C. The number of students assigned to an accepted by Facility at any given time shall be agreed upon by representative of both the University and Facility. Representatives of Facility and the University shall cooperate in developing the methods of instruction, objectives and other details of the field experience.

- D. Students shall comply with all Facility policies, regulations and procedures. If problems arise, students acknowledge that the field education coordinator of the University shall be notified and representatives from the University and Facility shall mutually handle such problems.
- E. Students will be responsible for providing their own transportation and living arrangements (if applicable) during the social work practicum.

II. FACILITY RESPONSIBILITIES

- A. Facility agrees to provide practical learning and social work experiences to students assigned to Facility.
- B. Facility policies and regulations will be provided to the students via an initial orientation session.
- C. Facility will retain responsibility for patients and/or clients of Facility and will maintain administrative and professional supervision of students insofar as the students' presence affects the operation of Facility and/or the direct or indirect provision of services to patients and/or clients of Facility. Facility supervisor will provide written evaluation(s) of student as requested by University. Verbal feedback to the University may be appropriate at times.
- D. Facility will inform the University, through the field education coordinator, of any new procedures and/or policies or any changes in procedures and/or policies which may affect the experiences described hereunder.
- E. The participation is considered an integral part of the student's formal education and University credit is earned through the experience. Monetary gain is not the objective of the social work placement or internship and Facility is not required to provide monetary compensation to the student during the social work practicum.
- F. All students participating in this Program must comply with the rules and regulations of Facility. Violation of any such rules and regulations may result in immediate suspension and possible termination and withdrawal of the student from the social work practicum at Facility. Upon the suspension of any student, Facility agrees to immediately notify the University of the circumstances of the suspension. While every reasonable effort will be made by Facility to mutually agree with University concerning the termination of any student from the placement at the Facility, Facility has the right to make the final decision when Facility and University cannot reach mutual agreement.

III. UNIVERSITY RESPONSIBILITIES

- A. The University shall assign an appropriately qualified faculty member who shall coordinate student social work experiences and assist Facility in monitoring the quality of care provided by students.
- B. If requested, the University prior to assigning students to the Facility, shall submit a copy of the curriculum and course content to Facility for review.
- C. The University shall recommend for social work experiences only those students who have successfully completed all necessary requirements of the University's program.
- D. The University shall inform students of the policies and procedure provided by Facility to the University, and to such other policies, procedures, rules and regulations as the University deems appropriate.
- E. The University shall advise Facility of any change in the approval/accreditation of the University.

IV. INSURANCE /LIABILITY

- A. Any student injured on Facility premises during scheduled practicum experience will be assessed/rendered emergency care as appropriate through the Facility's available resources. Students are not afforded protection under Facility's worker's compensation or health insurance programs. Any expenses for emergency examination or treatment shall also be borne by the student. It is further understood that all students must possess health insurance satisfactory to Facility, and shall show proof of T.B., Rubeola, and Rubella tests and appropriate inoculations, if requested.
- B. It is understood that assigned students are not Facility employees and therefore, are not entitled to any Facility employee benefits, including but not limited to Social Security, Employment Compensation, or Workman's Compensation.
- C. Facility shall not furnish nor assume responsibility for insurance of any type, including liability, accident, sickness or health, for any student or faculty member of the University.
- D. A current certificate of Insurance describing professional and general liability coverage maintained by University covering University students and faculty while at Facility with limits of liability coverage not less than \$1,000,000 per occurrence, and which meets the requirement of any applicable state law, shall, be submitted to the Facility prior to affiliation, upon request.

V. CONFIDENTIAL INFORMATION

- A. Students and faculty shall maintain confidentiality regarding all patient/staff information gained during practicum experience, in accordance with state and federal laws and Facility policies.

- B. University and Facility acknowledge that if the Facility is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that Student or University personnel have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in Student's assignment at Facility, it is agreed that for HIPAA purposes only such Student and University personnel are deemed to be part of Facilities' "workforce" and involved in the Facilities' "healthcare operation", as such terms are defined under HIPAA. Student and University personnel shall be subject to Facilities' policies and procedures governing the use and disclosure of PHI. The parties further agree that the affiliation established by this Agreement does not constitute a business associate relationship under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the Facility and Student or between the Facility and the University personnel. University will provide in-service training to Student on HIPAA as needed.
- C. Facility reserves the right to review any material intended for publication by faculty or affiliates if such material makes any direct reference to personnel, patients/clients, or operations of Facility.
- D. Facility acknowledges that certain documents, such as the competency development plans, monthly reports, mid-term and final evaluations, and action plans, may constitute student records within the meaning of University policies and/or the Family Educational Rights and Privacy Act ("FERPA"). Facility agrees to work with University and the faculty/staff advisor(s) to review for the inclusion of any Facility proprietary and/or confidential information in such documents. Should any Facility proprietary and/or confidential information be found, Facility will work with University to appropriately redact the materials or separate them in a way to permit University access to student records without the need to prevent access to entire sets or groups of student records associated with the practicum courses. Facility agrees to protect student records and will not disclose student records to any third party without the permission of the respective student and to protect the identity of the respective student with regard to such records.

VI. TERM AND TERMINATION

- A. This Agreement shall commence on 8/1/20 for an initial term of one (1) year. This agreement shall be automatically renewed upon like terms for additional one-(1)-year periods until terminated.
- B. Either party may terminate this agreement without cause at any time during a term by giving ninety (90) days prior written notice; provided that students assigned to Facility shall be given an opportunity to complete their affiliation, if reasonably practicable.

VII. CLAIMS

If either party becomes aware of a claim or threatened claim involving the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.

VIII. MISCELLANEOUS

- A. No individual will be discriminated against on the basis of race, sex, age, creed, or national origin.
- B. This Agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- C. Individuals executing this Agreement on behalf of the corporations represent that they have been authorized to do so.
- D. Any amendment to this Agreement must be in writing and executed by both parties hereto.

IX. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

University:

University of Louisville
Kent School of Social Work
Louisville, KY 40292

Attn: Director of Field Education

Facility:

Lexington-Fayette Urban County Government
Department of Social Services, 200 E Main St
Lexington, KY 40507

Attn: Joanna Rodes

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the day and year indicated above.

Lexington-Fayette Urban Co Govt
at Lexington, Kentucky

UNIVERSITY OF LOUISVILLE
at Louisville, Kentucky

By: *Linda Gorton*
Linda Gorton, Mayor

By: *[Signature]*
Director, Field Education, Social Work Program

By: *MacKenzie Semmers*
Deputy Council Clerk

By: *[Signature]*
Dean, Kent School of Social Work

By: *Beth A. Boul*
University Provost

Date: 9/8/2020

Date: 8/13/2020

8/2017