

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN

THE KENTUCKY DEPARTMENT OF EDUCATION  
OFFICE OF NEXT GENERATION SCHOOLS AND DISTRICTS

AND

Jefferson County  
BOARD OF EDUCATION

ON BEHALF OF

Olmsted Academy North  
Westport Middle School  
Stuart Middle School  
Myers Middle School  
Thomas Jefferson Middle School  
PRIORITY SCHOOLS

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This Memorandum of Understanding (MOU) is entered into by and between the Kentucky Department of Education (hereinafter "the First Party") and the Jefferson County Board of Education (hereinafter "the Second Party");

**WHEREAS**, the First Party is the Executive Branch agency charged with managing the statewide distribution of Title I funds for school improvement under section 1003(a) of the Elementary and Secondary Education Act (ESEA),

**WHEREAS**, the First Party has responsibility under KRS 160.346 for assisting persistently low-achieving schools with intervention and school improvement strategies;

**WHEREAS**, as a result of the ESEA waiver, the First Party is allowed to, with the consent of the Second Party, focus the Title I, 1003 (a), known as School Improvement funds, on priority schools; and

**WHEREAS**, the Second Party desires for the First Party to provide it with highly specialized education recovery services at the priority school identified above in order to engage in meaningful school improvement.

**NOW, THEREFORE**, it is mutually agreed by and between the First and Second Parties that:

I. The First Party agrees as follows:

- a. To assign an Educational Recovery Director (ERD) from the First Party's Office of District 180 to help the Second Party strategically implement the education recovery services necessary for meaningful school improvement. The First Party shall bear the cost of this resource;

- b. Provide a highly qualified local KDE team consisting of an Education Recovery Leader (ERL), an Educational Recovery Math Specialist (ERS) and an Educational Literacy Specialist (ERS) to this specific priority school to assist with providing the needed services; and
- c. To manage, evaluate and adjust (through the ERD) the work of the local KDE team to maximize opportunities for success.

II. The Second Party agrees as follows:

- a. To coordinate and cooperate fully with KDE to implement such education recovery services with fidelity; and
- b. Bear the cost of the local KDE team, specifically, the ERL and the two ERS staff.

III. This MOU is a non-financial agreement between the parties. The term of this MOU will be effective as of **July 1, 2013** and end on **June 30, 2014**; unless renewed by the parties.

IV. This MOU shall be subject to termination by either party or any time for cause or without cause upon thirty (30) days advance written notice to the other party; however, parties acknowledge that such right of termination may not be exercised if it adversely impacts the ESEA waiver, or violates other legal requirements.

V. All questions as to execution, validity, interpretation and performance of this MOU shall be governed by the laws of Kentucky and applicable federal law; and

VI. This MOU shall constitute the entire MOU between the parties and supersedes any prior written or oral agreement. The terms and conditions of this MOU may be amended by mutual written consent of the parties.

SEEN AND AGREED TO BY:

FIRST PARTY:

SECOND PARTY: Jefferson County Public Schools

\_\_\_\_\_  
DEPARTMENT OF EDUCATION  
OFFICE OF NEXT GENERATION  
SCHOOLS AND DISTRICTS

\_\_\_\_\_  
SUPERINTENDENT

EXAMINED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
First Party Legal Counsel