

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this first day of August, 2013 by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS") and the University of Louisville ("U of L").

WHEREAS, JCPS and U of L recognize that a partnership between U of L, via the University's College of Education and Human Development (the "CEHD"), and JCPS, via J.B. Atkinson Academy for Excellence in Teaching and Learning ("Atkinson"), can lead to an improved educational environment and possible increased achievement for students and teachers at Atkinson; and Atkinson is identified as a West End community school and is therefore eligible for resource assistance via a Teacher in Residence under the U of L Signature Partnership Initiative;

THEREFORE, JCPS and U of L agree as follows:

1. **Duties of JCPS:** JCPS shall assign Ms. Margot Holmes to serve as the Teacher-in-Residence at Atkinson. In this role, she will provide programmatic support and additional resources to the Principal of Atkinson to improve the instructional program of the school, especially in the area of literacy. The specific duties of the Teacher-in-Residence shall be further detailed in a scope of work and list of specific goals agreed upon by the Principal of Atkinson and the Liaison for District and School Partnerships at the CEHD. Ms. Holmes will use one hundred percent (100%) of her professional time as the Teacher-in-Residence and will be under the direct supervision of the Principal of Atkinson. JCPS also agrees to assign Ms. Stacie Iannone to teach at Atkinson so that Ms. Holmes can serve as the Atkinson Teacher-in-Residence. Ms. Iannone's duties shall be consistent with that of JCPS teachers and as determined by the Principal of Atkinson.
2. **Duties of U of L:** In consideration for the terms herein, U of L shall provide funding to JCPS on a pro rata basis in the amount of \$49,079.00, the sum total of which includes the annual salary (\$45,637.71) and fringe benefits (\$1,772.45) of Ms. Iannone, and indirect costs charged by JCPS (\$1,668.84). The sum total shall be paid by U of L to JCPS upon receipt by U of L of equal quarterly invoices from JCPS.
3. **Term:** This Agreement shall be effective commencing on August 1, 2013 and end on July 31, 2014, or on the JCPS contract ending day for year 2013-14.
4. **Termination:** The parties may terminate this Agreement with thirty (30) days written notice to the other party, or immediately if Ms. Holmes is not employed at Atkinson.
5. **Amendment:** This Agreement may be modified or amended by a written agreement between JCPS and U of L.
6. **Independent Parties:** JCPS and U of L are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other.

7. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.

8. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and U of L concerning Atkinson and supersedes any and all prior oral or written agreements.

9. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.

10. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.

11. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

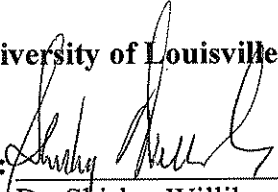
Jefferson County Board of Education
Jefferson County Public Schools

By: _____

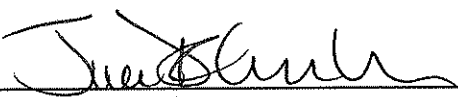
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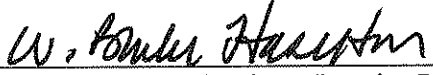
University of Louisville

By:  _____
Dr. Shirley Willihnganz, Provost

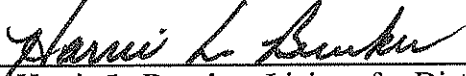
Date: 10/4/13

Approved By:  _____
Julie F. Demunbrun
Associate University Counsel

Date: 9/17/13

Recommended By:  _____
Dr. W. Blake Haselton, Interim Dean
College of Education and Human Development

Date: 9/14/13

Recommended By:  _____
Dr. Harrie L. Buecker, Liaison for District and
School Partnerships
College of Education and Human Development

Date: 9/12/13