

## 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 Westport Middle School ("WMS"), will lead to an improved educational environment, and likely result in increased achievement for students and teachers at WMS in Jefferson County, Kentucky;

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and U of L agree as follows:

1. **Duties of JCPS:** JCPS hereby agrees to assign Ms. Sarah Yost to serve as the Teacher-in-Residence at WMS. In this role, she will provide programmatic support and additional resources to the Principal of WMS to improve the instructional program of the school, especially in the area of literacy. Ms. Yost's specific duties and goals as Teacher-in-Residence shall be further detailed in a scope of work and list of goals agreed upon by the Principal of WMS and the Liaison for District and School Partnerships at the CEHD. Ms. Yost 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 WMS. JCPS also agrees to assign Ms. Cassidy Hamman to teach language arts at WMS so that Ms. Yost can serve as the WMS Teacher-in-Residence. Ms. Hamman's duties shall be consistent with all terms applicable to JCPS teachers and as determined by the Principal of WMS.
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 \$43,155.08, the sum total of the annual salary (\$40,117.58) and fringe benefits (\$1,570.09) of Ms. Hamman, and the indirect costs charged by JCPS (\$1,467.41). The sum total shall be paid by U of L upon receipt of equal quarterly invoices from JCPS.
3. **Term:** This Agreement shall be effective commencing on August 1, 2013 and end on June 30, 2014, or on the JCPS contract ending day for year 2013-14.
4. **Termination:** Either party may terminate this Agreement with thirty (30) days written notice to the other party, or immediately if Ms. Yost is no longer employed at WMS.
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 WMS and supersedes any and all prior agreements, either written or oral.

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.

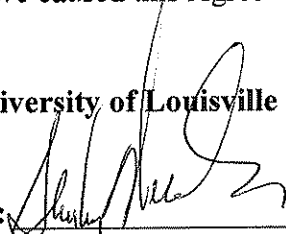
11. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

**Jefferson County Board of Education**  
**Jefferson County Public Schools**

**University of Louisville**

By: \_\_\_\_\_


By:   
Dr. Shirley Willihnganz, Provost

Title: \_\_\_\_\_

Date: \_\_\_\_\_


Date: 10/4/13

Approved By: \_\_\_\_\_

  
Julie F. Demunbrun  
Associate University Counsel

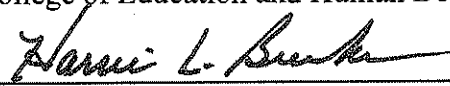
Date: 9/17/13

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