

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this first day of July, 2015 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, concerning JCPS employee, Amy Humphrey Stevens, will lead to furthering the education of postsecondary education students concerning effective methods of teaching reading. This will result in higher quality teachers of reading in JCPS schools and likely increase the achievement of JCPS students in reading;

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. Amy Humphrey Stevens, Reading Specialist, to U of L and the CEHD for approximately seventy (70%) percent of her professional time. Her duties with the CEHD will include teaching courses on content literacy, teaching assessment, English methods and Capstone, and other subjects as needed. Ms. Humphrey Stevens will also recruit and advise English teacher candidates at the CEHD and participate in various program initiatives and responsibilities as needed. Specific courses and more detailed duties and responsibilities of Ms. Humphrey Stevens will be further described in a written work plan agreed to by CEHD Dean or designee, and Ms. Humphrey Stevens. Ms. Humphrey Stevens will remain an employee of JCPS, shall be under their supervision and control, and will receive compensation and fringe benefits from JCPS consistent with her position and JCPS policies and contracts.
2. **Duties of U of L:** In consideration for the terms herein, U of L shall pay to JCPS on a pro rata basis \$59,771.33. The sum total shall be paid by U of L upon receipt of equal quarterly invoices from JCPS. U of L and the CEHD shall provide to Ms. Humphrey Stevens: office space; office furniture; supplies; a computer; access to scanners, printers and copiers; and clerical services.
3. **Term:** This Agreement shall be effective commencing on August 1, 2014 and ending on June 30, 2014. The Agreement may be extended by mutual written agreement of JCPS and U of L.
4. **Termination:** Either party may terminate this Agreement with thirty (30) days written notice to the other party.
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 Ms. Humphrey Stevens 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: _____
Dr. Donna Hargens, Superintendent
Date: _____

By: _____
Dr. Shirley Willihnganz, Provost
Date: _____

Reviewed as to
Legality and Form By: _____ Date: _____
Office of University Counsel

Recommended By: _____ Date: _____
Dean or Designee
College of Education and Human Development

Recommended By: _____ Date: _____
Dr. Jennifer Bay-Williams, Chair
Department of Middle & Secondary Education
College of Education and Human Development