

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into 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 U of L's College of Education and Human Development (the "CEHD"), and JCPS, via Cochran Elementary School ("Cochran") can lead to an improved educational environment and possibly increase achievement for students and teachers at Cochran in Jefferson County, Kentucky.

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

1. Duties of JCPS:

JCPS will provide space in Cochran designated as the U of L CEHD Classroom (the "Classroom"). Cochran also agrees to equip the Classroom with a Smart Board and the necessary furniture. The Classroom may be used by the CEHD for at least three (3) weekly classes per semester without limit to the number of classes as teacher capacity increases. Such usage by CEHD may not interfere with the instructional program at Cochran.

Cochran's Principal will be responsible for working with the CEHD School Liaison to determine the number of CEHD student teachers and students Cochran's teachers can mentor and instruct during a given semester. Once determined, the CEHD School Liaison will communicate that number of students to the CEHD's Office of Educator Development and Clinical Practice ("OEDCP") who will make the necessary placements.

Cochran's mentor teachers will be responsible for performing a minimum of one (1) formal observation for each CEHD student teaching placement, as well as day to day mentoring, meetings with the CEHD School Liaison, and evaluations of the candidates. These mentor teacher responsibilities will be applicable to methods, field experience, and student teaching. Mentor teachers shall also adhere to requirements provided by the OEDCP.

2. Duties of U of L:

The CEHD will provide a School Liaison for the equivalent of one day each week. The CEHD School Liaison will work with Cochran's mentor teachers and Principal to implement this Agreement; clarify expectations and explain policies; maintain communication with CEHD and U of L stakeholders; engage in problem-solving as needed; create teams of mentor teachers in collaboration with Cochran's Principal to observe and supervise CEHD student teachers; and work with, observe, and assess CEHD student teaching candidates.

Cochran teachers interested in becoming mentor teachers will agree to supervise and mentor CEHD students for methods, field experience, or student teaching. All mentor teachers will receive professional development from the CEHD School Liaison on how to complete observations, protocol forms, and assessment of teacher candidates.

The CEHD will loan to Cochran three (3) computers and a printer for use by participants in the U of L CEHD Classroom. This equipment will be returned by Cochran to the CEHD after this Agreement and any extensions are completed or may be purchased from the CEHD at the conclusion of this Agreement.

The amounts to be paid by the CEHD to JCPS for Professional Development (PD) will total \$17,400.00 (\$16,599.00 in PD and \$801.00 in fringe benefits) and will be forwarded to JCPS in two equal payments of \$8,700.00 after the CEHD receives complete and accurate invoices from JCPS, the first invoice to be forwarded to the CEHD upon final execution of this Agreement. The details of the items paid for by the CEHD for PD are set forth in Attachment A. The second invoice will be forwarded to the CEHD on March 1, 2015.

3. **Term:** This Agreement shall be effective commencing on February 10, 2015 and end on August 31, 2015.
4. **Termination:** Either party may terminate this Agreement with thirty (30) days written notice to the other party. If this agreement is terminated as referenced above, the CEHD shall pay to JCPS only the pro rata amounts that have been spent by Cochran up to the date of termination and represented in a complete and accurate final termination invoice. Under such a circumstance, the CEHD shall not be responsible for paying to JCPS or Cochran any other unpaid amounts.
5. **Oversight:** The Cochran Principal, with oversight by the CEHD School Liaison and CEHD's Liaison for District and School Partnerships, shall be responsible for ensuring that all funds described above are spent in compliance with this Agreement, including retaining all documentation evidencing compliance.
6. **Amendment:** This Agreement may be modified or amended by a written agreement between JCPS and U of L.
7. **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.
8. **Reporting:** Cochran's Principal agrees to forward to the CEHD School Liaison and the CEHD's Liaison for District and School Partnerships four "Expense and Activity Reports" each of which will include detailed descriptions of all Professional Development expenses incurred to date and the corresponding activity undertaken as identified in Attachment A. These "Expense and Activity Reports" shall be provided on:
 - April 1, 2015,
 - May 1, 2015, and
 - August 31, 2015 (the final day of this agreement).

9. **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.
10. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and U of L concerning the Cochran PDS Collaboration and supersedes any and all prior agreements, either written or oral.
11. **Severability:** If a court of competent jurisdiction holds any provisions of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of the 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.
12. **Counterparts:** The Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute the same instrument.
13. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

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

Jefferson County Public Schools

By: _____
Dr. Donna M. Hargens

Title: Superintendent

Date: _____

Approved By: _____
Associate University Counsel

University of Louisville

By: _____
Dr. Shirley Willihnganz

Title: Executive Vice President
and Provost

Date: 1/20/10

Date: 1/14/15

Recommended By: _____
Dr. Ann Larson, Dean
College of Education and Human Development

Date: 1/14/15

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

Date: 1/14/15

