

**MEMORANDUM OF AGREEMENT
BETWEEN**

**THE UNIVERSITY OF LOUISVILLE
AND
JEFFERSON COUNTY BOARD OF EDUCATION**

Memorandum of Agreement is entered into this 15th day of September 2015, by and between the University of Louisville (herein after "UofL") and the Jefferson County Board of Education (herein after "JCPS"). Whereas, JCPS conducts and sponsors an Exceptional Child Education Program named Providing Access to Community Transition (hereafter referred to as the UofL PACT program) for JCPS students ages 18-21 who will receive an Alternative High School Diploma upon completing the UofL PACT program; and

Whereas, JCPS desires a location on a college campus to conduct the UofL PACT program; and

Whereas, the UofL has offered to make facilities available to JCPS for such purpose on the Belknap Campus;

Now therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties enter into this Memorandum of Agreement.

UofL Responsibilities:

1. **FACILITIES:** Accessible classroom space approximately 825 square feet will be furnished on the Belknap Campus with a telephone line(s), a phone, and the capability for the potential installation of a JCPS computer/printer. Access to the building and keys to the classroom will be provided to the teacher. Access to a copier will be available to the classroom staff. Access to a bathroom that will accommodate persons in wheelchairs to make transfers and/or space to set up a private changing area for persons unable to use bathroom facilities will be made available.
2. **CAMPUS LIFE OPPORTUNITIES:** Opportunities to informally attend university classes deemed appropriate by the student's team, which may include UofL staff. Opportunities will be available to establish sites on campus for job training.
3. **STUDENT ID/ACTIVITY CARD:** Student/staff ID cards will be provided, which would allow participation in recreation facilities and activities, campus organizations and clubs, etc.
4. **CONFIDENTIALITY:** The UofL faculty and staff with an educational interest in an individual student may access educational records, as permitted by the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA) and other applicable federal and state requirements.
5. **VISITATION:** UofL will allow central office staff, support staff, and other visitors to access the campus sites being utilized by the JCPS students.

6. **PARKING:** A reserved parking space will be available near the classroom building for the purpose of transporting JCPS students on and off campus. A designated drop-off and pick-up area will be available for JCPS buses and TARC 3 vehicles near the classroom.
7. **CONTACT PERSON:** UofL will appoint a liaison who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this contract.
8. **COMMUNICATIONS:** UofL will allow JCPS to use the name of the University of Louisville in presentations and publications related to the program.
9. **ADVISORY COMMITTEE AND PROGRAM ASSESSMENT:** Two (2) UofL stakeholders, including at least one staff or faculty member, will represent UofL on a PACT Advisory Committee that meets two (2) times during the school year, including the annual evaluation meeting described in this section, which shall be held no later than 60 days before the anniversary date of this Memorandum. The purpose of this committee is to provide input to the UofL PACT program on ways to increase the number of authentic interactions PACT students have with UofL students. The Advisory Committee will advise the University Provost and JCPS Director of Exceptional Child Education on the success of the PACT program in meeting the JCPS goals for the program. This advice will inform the annual determination whether to continue the PACT program the following year.

JCPS Responsibilities:

1. **EDUCATIONAL SUPERVISION:** JCPS will provide full responsibility for the education of the students placed in the program. JCPS will provide all staff persons including related service providers and other support staff. JCPS will hire/train and monitor all staff required to perform the services covered for this program. All persons under this contract shall be subject to the personnel policies and procedures of JCPS.

JCPS will provide all educational materials and adaptive equipment for the full implementation of each student's Individual Educational Program. JCPS will provide the classroom teacher with a computer and printer.

This program will operate under the JCPS approved school calendar. The JCPS students will be utilizing the college campus during regularly scheduled public school hours unless otherwise deemed appropriate.

2. **TRANSPORTATION:** JCPS will provide transportation for students to and from the UofL campus. All JCPS district policies regarding transportation will be followed.

3. **CONTACT PERSON:** JCPS will appoint a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this contract.
4. **FEES:** JCPS will reimburse UofL for student lunches at the same cost that JCPS spends for students eligible for free and reduced lunches. JCPS will pay UofL an agreed upon parking fee for JCPS staff who will be parking on campus on a regular basis.
5. **PRACTICA:** JCPS will provide opportunities for UofL practicum students to do field work with the program. Departments may include Psychology, Physical Therapy, Adaptive Physical Education, Nursing, Social Work, and Education.
6. **CONFIDENTIALITY:** All student records shall be governed by the Family Educational Rights and Privacy Act and other applicable federal and state requirements.
7. **TRAINING:** JCPS will provide training for any interested UofL faculty, staff, or students wishing to participate in this program.
8. **COMMUNICATION:** JCPS will provide the UofL contact person with a regular schedule of student and staff activities. In addition, JCPS staff will be available to give presentations about the program. JCPS will credit the University of Louisville in any oral or written presentation regarding this campus program.
9. **ADVISORY COMMITTEE AND PROGRAM ASSESSMENT:** Two (2) JCPS stakeholders will represent JCPS and the PACT program on a PACT Advisory Committee that meets two (2) times during the school year, including the annual evaluation meeting described in this section, which shall be held no later than 60 days before the anniversary date of this Memorandum. The purpose of this committee is to provide input to the UofL PACT program on ways to increase the number of authentic interactions PACT students have with UofL students. The Advisory Committee will advise the University Provost and the Director of Exceptional Child Education on the success of the PACT program in meeting the JCPS goals for the program. This advice will inform the annual determination whether to continue the PACT program the following year.
10. **COMPLIANCE:** JCPS shall ensure that all those who participate in the Individual Educational Program, abide by all governing laws, rules, policies, procedures, and guidelines regarding the use of UofL property and facilities and the conduct of such persons thereto.
11. **INDEMNITY:** To the extent permitted by applicable law, JCPS agrees to indemnify and hold harmless UofL, its employees, agents and Trustees, for any loss, claim or damage to person or property resulting to or arising from the acts or omissions to JCPS staff and their students in their use of UofL property and facilities pursuant to this Agreement, including, but not limited to, attorney's fees.

12. **INSURANCE:** JCPS shall pay for and maintain, at all times during its use of the facilities, commercial general liability insurance coverage and/or a self-insurance program with primary limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, in a form acceptable to UofL, for bodily injury and property damage. JCPS shall provide UofL with a certificate of insurance naming UofL, its employees, agents and Trustees, as additional insureds. The certificate shall provide for a ten (10) day written notice to UofL in the event of cancellation or material change in coverage.

OTHER CONDITIONS

1. **TERM:** The term of this Agreement shall be for one (1) school year, commencing this year on September 15, 2015 and ending on June 30, 2016, provided that the Advisory Committee recommends its continuation and the University Provost and JCPS Director of Exceptional Child Education approve in writing. This agreement will be automatically renewed for successive one (1) year terms unless terminated in writing by either party at least (30) days prior to the anniversary date.
2. **TERMINATION:** This Agreement may be terminated at any time by either party without cause upon thirty (30) days prior written notice, provided that should termination occur within any student's Individual Educational Program, the student shall be allowed to finish the program.
3. **GOVERNING LAW AND FORUM:** All question as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.
4. **RELATIONSHIP OF THE PARTIES:** This Agreement shall not create any type of relationship of agency or otherwise between the parties. The parties shall remain independent contractors. JCPS faculty and staff who participate in this program shall remain employees of JCPS.

IN TESTIMONY WHEREOF, Witness the duly authorized signatures of the parties hereto:

University:



Interim Executive Vice President and
University Provost

8/20/15
Date

Jefferson County Board of Education/Jefferson County:

Superintendent

Date