

MEMORANDUM OF UNDERSTANDING

Between

University of Louisville College of Education and Human Development

and

Jefferson County Board of Education

This **MEMORANDUM OF UNDERSTANDING** (the "Memorandum") by and between the University of Louisville ("U of L"), acting through U of L's College of Education and Human Development ("CEHD"), located at 1905 South 1st Street, Louisville, KY 40292 and the Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40232, shall set forth the expressed intentions of the parties related to the project described herein.

1. Purpose

WHEREAS, U of L's College of Education and Human Development ("CEHD") has implemented the Signature Partnerships Schools Initiative to provide a clinical training model for education professionals in multiple JCPS schools including the Academy @ Shawnee ("Shawnee"). Through this partnership, CEHD has agreed to loan 21 Dell Optiplex series computers running Windows 10 Enterprise with monitor, keyboard and mouse to JCPS, for use at Shawnee or another school as agreed upon in the future by JCPS and CEHD. The computers were designated by CEHD as surplus inventory.

CEHD agrees to:

- Maintain sole ownership of the computers and keep the computers tagged as U of L inventory.
- Be responsible for maintenance and repairs of the computers.
- Be responsible for any loss or damage to the computers while in use. Remove computers per U of L surplus inventory policies and procedures upon the earlier of (i) the termination of this Memorandum, or (ii) when the computers are no longer in use by JCPS.

JCPS agrees to:

- Image all computers to standards established by JCPS Information Technology ("IT").
- Exercise reasonable and appropriate care and supervision of the computers while in use.
- Immediately notify CEHD of any problem, loss or damage to any of the computers.
- Make computers available for student use during the regular school day and for school sponsored programs/activities outside of the school day.

2. **Term:** This Memorandum shall be effective commencing on May 15, 2016 and ending on May 14, 2017. The Memorandum may be extended for one or more additional one or two-year terms by mutual written agreement of JCPS and U of L.


3. **Termination:** Either party may terminate this Memorandum with ninety (90) days written notice to the other party.
4. **Amendment:** This Memorandum may be modified or amended only by a written agreement between JCPS and U of L.
5. **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.
6. **Captions:** Section titles or captions in this Memorandum are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Memorandum.
7. **Entire Memorandum:** This Memorandum contains the entire agreement between JCPS and U of L concerning the use of computers and supersedes any and all prior agreements, either written or oral concerning computers.
8. **Severability:** If a court of competent jurisdiction holds any provision of this Memorandum unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Memorandum. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Memorandum and shall not affect any other provision.
9. **Counterparts:** This Memorandum 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.
10. **Applicable Law:** This Memorandum 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 Memorandum to be duly executed on the dates set forth below, to be effective as of May 15, 2016.

Jefferson County Public Schools

University of Louisville

By: _____
Dr. Donna Hargens, Superintendent

By: 
Dr. Neville Pinto, Interim Executive
Vice President and Provost

Date: _____

Date: 5/10/16

Reviewed as to

Legality and Form By:

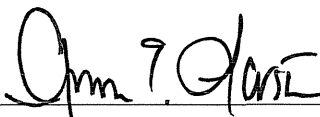


Office of University Counsel

Date:

3/2/16

Recommended By:



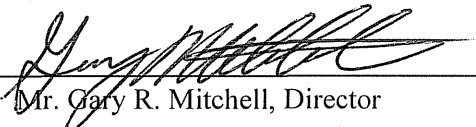
Dr. Ann Larson, Dean

College of Education and Human Development

Date:

4/27/16

Recommended By:



Mr. Gary R. Mitchell, Director

Education Resource & Technology Center

College of Education and Human Development

Date:

4/20/16