

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**JEFFERSON COUNTY PUBLIC SCHOOLS**  
**AND**  
**UNIVERSITY OF KENTUCKY**

**THIS MEMORANDUM OF AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of July, 2017, by and between the Jefferson County Board of Education d/b/a the Jefferson County Public Schools ("JCPS") and the University of Kentucky ("University"). Hereinafter, JCPS and University are collectively and individually referred to as Parties or Party.

**WHEREAS**, the Jefferson County Board of Education has the need for a Chief Academic Officer, and

**WHEREAS**, the University employs Dr. Carmen Coleman ("Dr. Coleman") as a clinical associate professor in the Department of Educational Leadership Studies, who can assist JCPS in the interim for the 2017-18 school year, and

**WHEREAS**, Dr. Coleman desires to assist JCPS while maintaining her status as a clinical associate professor at the University, and

**WHEREAS**, the University is willing and able to provide the services of Dr. Coleman to JCPS on the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the promises and mutual agreements set forth herein, JCPS and the University mutually agree as follows:

1. The University will provide the services of Dr. Coleman to serve as Acting Chief Academic Officer for JCPS for 2017-2018 academic year.

2. Dr. Coleman will perform the following duties, as well as other duties as determined by JCPS, on a full-time basis:

- Serve as the executive chief and provide administrative leadership for JCPS Academic Services Division operations
- Oversee the planning, development, assessment, and improvement of instructional and educational programs
- Assist the Superintendent of Schools in promoting overall efficiency and maximizing educational opportunities for PreK-12 students
- Implement District policies and programs related to instruction and educational services.

3. In consideration for providing the services of Dr. Coleman, JCPS will pay to the University the sum of \$204,696.44, which includes a base salary of \$164,910.26, employee benefits in the amount of \$33,846.18 and health insurance in the amount of \$5,940.00. The

University will submit invoices for reimbursement monthly and JCPS will pay such amounts in full within thirty (30) days of receipt of such invoices from the University. The salary and benefits shall be paid through the University's payroll process.

4. During the term of this Agreement, Dr. Coleman will remain an employee of the University, and the University will remain responsible for paying Dr. Coleman's compensation, by providing Dr. Coleman the employee benefits to which she is entitled as a University employee, and making all appropriate payroll deductions required by Federal, State and local law as well as such others as are authorized by Dr. Coleman. Dr. Coleman will not be an employee of JCPS and shall not be considered by either Party as an employee of JCPS for any purpose.

5. Term: This Agreement is for a period from July 11, 2017 to June 30, 2018. This Agreement may be terminated at any time by either party upon thirty (30) days' written notice to the other party. Any such termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts of laws.

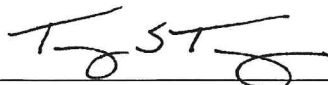
7. Amendment: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and no other agreements, either oral or written, will be effective to vary the terms hereof. No amendment to this Agreement will be valid or binding unless reduced to writing and signed by the parties.

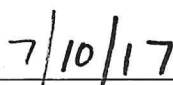
8. Severability: If any court of competent jurisdiction holds any provision of this Agreement to be unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this, Agreement and shall not affect any other provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

  
\_\_\_\_\_  
Dr. Marty Pollio, Acting Superintendent  
Jefferson County Public Schools

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Timothy S. Tracy, Provost  
University of Kentucky

  
\_\_\_\_\_  
Date