

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into between the Jefferson County Board of Education d/b/a Jefferson County Public Schools ("JCPS") and the University of Louisville ("U of L").

JCPS and U of L recognize that a partnership between U of L, via the University's College of Education and Human Development (hereafter the "CEHD"), and JCPS, via Fairdale High School ("FHS"), can lead to an improved educational environment and increased achievement for students and teachers at FHS, and benefits the CEHD by allowing its teacher candidate students to learn in a clinical setting.

THEREFORE, JCPS/FHS and the CEHD agree as follows:

1. Duties of JCPS/FHS

- A. JCPS/FHS shall assign classroom space at FHS to the CEHD during the academic year for the CEHD to conduct a maximum of 5 teacher education classes per semester. These classrooms will be made available from 7:30 a.m. to 7:30 p.m. Monday through Friday. Specific days and times for the upcoming semester will be established at least 10 calendar days prior to each semester after agreement is reached between the Liaisons for JCPS/FHS and the CEHD and JCPS/FHS will make reasonable efforts to accommodate the needs of CEHD faculty students when establishing that schedule. JCPS/FHS will provide access to technology and storage for equipment for the classes and will provide any support for effectively operating that technology and equipment.
- B. JCPS/FHS shall encourage its teachers to permit the CEHD's pre-service teachers into their classrooms for observations of teaching and learning and field experiences and shall require that CEHD teacher candidates receive priority for those experiences over pre-service teacher candidates from any other educational program.
- C. JCPS/FHS shall allow CEHD teacher candidates and CEHD faculty to attend meetings and events that could assist teacher candidates to be better prepared for the teaching profession. Such meetings would not include meetings where personnel and budget information would be discussed, and the Principal of FHS reserves the right to restrict access to any meeting or event she deems inappropriate.
- D. JCPS/FHS shall assign two Liaisons to work directly with the CEHD Liaisons to implement the terms of this agreement and to resolve any disputes that may arise concerning the terms or implementation of this agreement. The Liaisons currently assigned by JCPS/FHS are Becky Vickerstaff and Scott Schneider. The JCPS/FHS Liaisons will meet with the CEHD Liaisons to discuss class schedules and CEHD faculty visits as mentioned herein, and any other aspect of this Agreement, in a meeting at least 10 calendar days prior to the first day of classes for students enrolled at the CEHD.

- E. JCPS/FHS will encourage its teachers and administrators to collaborate with CEHD faculty on research, teaching, and service projects that could enhance the teaching profession and advance the missions of JCPS/FHS and the CEHD.
- F. JCPS/FHS Liaisons and the Principal will meet annually with the CEHD Liaisons to discuss the positive impacts, areas of improvement, and any other important information concerning this Agreement and the CEHD Liaisons will provide a summary of that discussion including an assessment of value to the CEHD in a written report to the Dean of the CEHD.
- G. JCPS/FHS will be open to welcoming and collaborating with CEHD faculty members in conducting research on various aspects of educational practice. Such activity may illuminate aspects of the partnership that are working effectively and/or could be improved. Consistent with University policies and laws governing the creation and ownership of intellectual property, any research data, analysis, or publications generated by any research collaboration between faculty of the University and employees of FHS, and/or generated by University faculty using any space or other resources of FHS, will be the intellectual property of the University.

2. **Duties of the CEHD**

- A. The CEHD shall provide faculty expertise to support its teacher candidates and will be present at FHS for established hours each week as agreed upon between the Liaisons for JCPS/FHS and the CEHD prior to each semester. While on site, the CEHD faculty members will provide support and expertise to FHS teachers when possible. CEHD faculty visiting FHS will inform the FHS Liaisons of their planned visit at least 24 hours in advance. JCPS/FHS acknowledges this significant financial contribution by the CEHD via faculty time commitment and expertise for the benefit of JCPS/FHS.
- B. While CEHD classes are being conducted, the CEHD faculty member teaching that class will manage the teacher candidate students in the classroom and will use reasonable efforts to limit student access to only restrooms and areas necessary for entering and leaving the building. Faculty members of the CEHD using the classrooms of JCPS/FHS will leave the classrooms in a condition similar to the condition of the classroom prior to its use by the CEHD faculty member. Otherwise, the CEHD shall have no responsibility or obligation to any inhabitants of the building or other space and JCPS/FHS will retain all responsibility for the building and all inhabitants.
- C. The CEHD will assign Liaisons to work with the JCPS/FHS Liaisons to implement this agreement and resolve any disputes that may arise concerning the terms or implementation of this agreement. The CEHD Liaisons are currently Dr. James Chisholm and Dr. Ashley Shelton Arnold.

3. **Term**

This Agreement shall be effective beginning on August 1, 2018 and shall end on July 31, 2021.

4. **Termination**

The parties may terminate this Agreement with thirty (30) days written notice to the other party. However, if CEHD classes have been scheduled for the semester at FHS, any such termination date will be extended to the end of the semester to accommodate to completion of the semester by CEHD students.

5. **Amendment**

This Agreement may be modified or amended by a written agreement between JCPS and the CEHD.

6. **Independent Parties**

JCPS/FHS and the CEHD 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/FHS and the CEHD concerning FHS and supersedes any and all prior oral or written agreements.

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. Marty Pollio
Superintendent

By: Dale B Billingsley
Dr. Dale Billingsley, Acting Executive
Vice President and Provost

Date: _____

Date: 24 May 2018

Approved By:

Brandy Corbin
Brandy Corbin, Principal
Fairdale High School

6/4/2018
Date

Reviewed as to Content and Form By:

Peter Stavros
Peter Stavros, J.D.
Associate University Counsel
University of Louisville

5/22/18
Date

Recommended By:

Ann Larson
Dr. Ann Larson, Dean
College of Education and Human Development

5/18/18
Date

Caroline Sheffield
Dr. Caroline Sheffield, Department Chair
Department of Middle & Secondary Education
College of Education and Human Development

Date

James Chisholm
Dr. James Chisholm, Associate Professor
CEHD's Liaison to Fairdale High School
Department of Middle & Secondary Education
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5-16-18
Date

Ashley Arnold
Dr. Ashley Shelton Arnold, Instructor
CEHD's Liaison to Fairdale High School
Department of Middle & Secondary Education
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5-16-18
Date