

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into as of August 15, 2018 to the conclusion of the student school year 2018-2019, by Boone County Cooperative Extension Office (4H) and Boone County Schools (English Language Newcomer Academy)

Boone County Schools  
8330 US Highway  
Florence, KY 41042

Boone County Cooperative Extension Office  
6028 Camp Ernst Rd  
Burlington, KY 41071

Hereinafter referred to as the "Parties":

### WITNESSETH:-

WHEREAS, the above parties have agreed to enter into an agreement for the purpose of engaging Boone County Newcomer English Learner students from Boone County High School and R. A. Jones middle school to provide an English Immersion academic experience,

WHEREAS, the parties wish to define the terms of that Agreement, and

NOW, THEREFORE, it is agreed by and between the parties as follows:

#### **I. Services**

Boone County Extension Office agrees to provide the following:

As agreed upon:

1. Classroom space (Claxon Room) for the instructional school year 2018-2019.

Boone County Schools agrees to the following services:

1. Boone County High School and Rector A. Jones (R. A. Jones) middle school students will receive English language immersion instruction by a certified Boone County Schools EL itinerant, with assistance from a Boone County Schools EL para professional.

## **II. Funding of Cost and Services**

Title I and Title III are fully funding the instructional services for R.A. Jones Middle and Boone County High School students. There is no additional cost associated with this partnership, that the Boone County Extension Office will incur. Wi-Fi Access points and cabling was installed and paid for as determined by the **IV.AA. Room Agreement with Boone County Extension Office – English Learner Newcomer Academy**, approved by the Board of Education on August 9<sup>th</sup>, 2018

## **III. Scope of Agreement**

1. The parties agree to communicate and coordinate their respective activities and resources in ways that will be conducive to their mutual final goals and to make sure that accountability for the program is met.

## **V. Duration of Agreement and Procedures for Amending**

1. The parties agree that the terms of this Agreement and it will take effect as of August 15, 2018 and will stay in effect upon the same terms and conditions herein until the conclusion of the student school year 2018-2019. Any party of the Agreement may request modifications of its terms. Ratification of the request by all the other parties in writing will constitute the modification in question.
2. Termination Agreement – This Agreement will continue in effect as described in Section 1. Disputes – The parties shall first attempt to resolve all disputes informally. Any party may call a meeting of all parties to this Agreement to discuss and resolve disputes.

## **VI. Hold Harmless**

To the extent permitted by law, each party hereby agrees to indemnify, defend, and hold harmless all other parties identified in this MOU from and against any and all claims, demands damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to the MOU. In addition, all parties to this MOU agree to indemnify, defend, and hold harmless each other from and against all court costs and attorney fees arising out of or resulting from any acts or omission which arise from the performance of these obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

THE PARTIES TO THIS AGREEMENT EVIDENCE THEIR ACCEPTANCE OF ITS  
TERMS BY THEIR SIGNATURES BELOW:

**Boone County Cooperative Extension Office**

\_\_\_\_\_  
Jerry Brown  
Boone County Extension Manager

**Boone County Schools**

\_\_\_\_\_

Date of Document Execution: \_\_\_\_\_