

## 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 WILLIAM H. KROEKEL.

WHEREAS WILLIAM H. KROEKEL has agreed to donate funds totaling \$40,000 to pay the salary and fringes of the Community Liaison position at the Youth Performing Arts School ("YPAS") for the school year 2019-20.

- 1. **Term**: This Agreement shall be effective commencing on the date of execution and ends on June 30, 2020.
- 2. <u>Termination</u>: The parties may terminate this Agreement with thirty (30) days written notice to the other party. WILLIAM H. KROEKEL or JCPS has the option of terminating this Agreement immediately if the Community Liaison is not employed at YPAS. The Community Liaison position at YPAS for the 2019-20 school year is contingent upon this donation.
- 3. <u>Amendment</u>: This Agreement may be modified or amended by a written agreement between JCPS and the WILLIAM H. KROEKEL.
- 4. <u>Independent Parties</u>: JCPS and the WILLIAM H. KROEKEL 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.
- 5. <u>Captions</u>: 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.
- 6. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and the WILLIAM H. KROEKEL concerning YPAS and supersedes any and all prior oral or written agreements.
- 7. **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.
- 8. <u>Counterparts</u>: 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.
- 9. <u>Applicable Law</u>: 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 Public Schools	WILLIAM H. KROEKEL
By:	By: William H. Kroekel
Date:	Date: S / = 12



## **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 SAMUEL B. RADERER.

WHEREAS SAMUEL B. RADERER has agreed to donate funds totaling \$4,508 to pay the salary and fringes of the Community Liaison position at the Youth Performing Arts School ("YPAS") for the school year 2019-20.

- 1. <u>Term</u>: This Agreement shall be effective commencing on the date of execution and ends on June 30, 2020.
- 2. <u>Termination</u>: The parties may terminate this Agreement with thirty (30) days written notice to the other party. SAMUEL B. RADERER or JCPS has the option of terminating this Agreement immediately if the Community Liaison is not employed at YPAS. The Community Liaison position at YPAS for the 2019-20 school year is contingent upon this donation.
- 3. <u>Amendment</u>: This Agreement may be modified or amended by a written agreement between JCPS and the SAMUEL B. RADERER.
- 4. <u>Independent Parties</u>: JCPS and the SAMUEL B. RADERER 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.
- 5. <u>Captions</u>: 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.
- 6. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and the SAMUEL B. RADERER concerning YPAS and supersedes any and all prior oral or written agreements.
- 7. **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.
- 8. <u>Counterparts</u>: 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.
- 9. <u>Applicable Law</u>: 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 Public Schools	SAMUEL B. RADERER
By: Dr. Marty Pollio, Superintendent	By: Samuel B. Raderer
Date:	Date: