

**MEMORANDUM OF AGREEMENT  
BETWEEN  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND  
UNIVERSITY OF LOUISVILLE**

This Memorandum of Agreement (hereinafter "Agreement") is entered between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the **Jefferson County Public Schools** (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218, and the **University of Louisville**, a public university (hereinafter "UofL"), with its principal place of business at 2301 South 3rd Street, Louisville, Kentucky 40292.

WHEREAS UofL desires to provide a comprehensive learning experience for students enrolled at UofL; and

WHEREAS, JCPS desires to aid in the development of UofL students by serving as a venue for such learning experience;

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements hereinafter set forth and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

**I. Scope of Work**

In recognition of the critical role of the principal in improving student achievement, and in compliance with 16 KAR 3:090 (Attachment A), this collaborative agreement between JCPS and UofL/Ohio Valley Educational Cooperative Executive School Leadership Academy (hereinafter "OVEC") includes responsibility of both entities in identifying and training school leaders.

Effective training of aspiring principals requires exposure to the resources found both in participating school districts and in universities. Additionally, the knowledge, skills, and dispositions unique to each aspiring principal candidate help shape how available resources are used. The parties recognize that no school district has unlimited resources, so cooperative relationships between multiple school districts may be used to ensure the full range of desired experiences are provided to fully develop aspiring principal candidates.

#### UofL Responsibilities:

- Provide program faculty for program co-design and co-delivery, utilizing feedback on partner districts' identified leadership needs
- Provide a university point of contact for the purposes of soliciting program feedback, assisting in co-design, and problem solving any issues which may arise
- Recruit district identified candidates and guide them through the application process
- Provide program faculty to advise and mentor aspiring principal candidates
- Provide program faculty to serve on the review panel for the candidates' capstone project
- Collaborate with partner districts to provide high quality field experiences
- Provide a continuous assessment system that informs decisions related to program components

#### JCPS Responsibilities:

- To provide a district level point of contact for the purposes of program feedback, co-design, and problem solving any issues which may arise
- Participate in jointly developed candidate identification process to aid in recruitment of the highest quality potential leaders for the district
- Participate in joint screening of principal candidates prior to admission
- Assist in identification of high quality mentors and clinical supervisors to ensure that candidates receive sound mentoring from active school leaders
- Provision of personnel to serve on the review panel for the candidates' capstone project
- Allow candidates access to aggregated school and district information and data
- Allow the candidate to observe school and district leadership, and to participate in school and district leadership activities

#### **II. Payment:**

JCPS and UofL agree that neither party shall be required to make any payment to the other party under this Agreement.

#### **III. Term:**

This Agreement shall be effective for the period commencing on August 14, 2020 and ending on June 30, 2021. This Agreement may be renewed for one (1) or more additional fiscal years (July 1 through June 30) by mutual written agreement of JCPS and UofL.

#### **IV. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than thirty (30) days written notice to the other party. This Agreement may be terminated immediately by either party upon ten (10) business days' written notice to the other party for its failure to cure a material breach of this Agreement.

**V. Modification:**

At all times during the term of this Agreement, UofL shall comply with the provisions of 16 KAR 3:090 (Attachment A) as related to KRS 161.020, 161.027, 161.028, 161.030.

**VII. Equal Opportunity:**

During the performance of this Agreement, UofL shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978 and the American Disabilities Act, and shall not discriminate against any JCPS employee or student or any Candidate because of race, color, national origin, age, religion, marital or parental status, political affiliation or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

**VIII. Confidentiality:**

At all times during the term of this Agreement, UofL shall comply with the Family Educational Rights and Privacy Act of 1974, including Chapter 99 of the Code of Federal Regulations (hereinafter "FERPA"). If UofL has access to JCPS student records, UofL shall limit its employees' access to those records to persons for whom access is essential to perform this Agreement.

JCPS recognizes and agrees that UofL student educational records are protected by FERPA, and that student permission must be obtained prior to releasing any student specific data to anyone other than UofL.

**IX. Independent Parties:**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that UofL is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which UofL performs its works and functions.

**X. Captions:**

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

**XI. Entire Agreement:**

This Agreement contains the entire agreement between JCPS and UofL regarding the Executive School Leadership Academy and supersedes any and all agreements regarding the Executive School Leadership Academy executed prior to or contemporaneously with the execution of this Agreement. The Attachments to this Agreement are part of this Agreement and are

incorporated herein by reference in their entirety as if fully set forth in this Agreement at the point where first mentioned.

**XII. Severability:**

If any 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 provisions of the Agreement.

**XIII. Counterparts:**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.

**XIV. Applicable Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. As required by state law, any action or claim arising from, under, or pursuant to this Agreement shall be brought in Franklin County, Kentucky Circuit Court.

**XV. Indemnification:**

To the extent permitted by law, JCPS shall indemnify and hold UofL harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of JCPS, its agents, servants, or employees. To the extent permitted by law, UofL shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of UofL, its agents, servants, or employees. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as the dates set forth below, to be effective as of August 14, 2020.

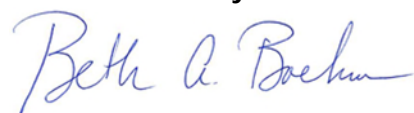
**JEFFERSON COUNTY BOARD OF EDUCATION:**

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Martin A. Pollio, Ed.D.  
Superintendent

\_\_\_\_\_  
Date

**AGREED TO BY:**

**For the University of Louisville:**



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Dr. Beth Boehm  
Executive Vice President  
and University Provost

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**5-18-20**  
Date

**Read for legality and form by:**



\_\_\_\_\_  
Sherrie L. Martin  
Attorney  
Office of University Counsel

\_\_\_\_\_  
**5-18-2020**  
Date



**Recommended by:**

\_\_\_\_\_  
Dr. Amy Lingo  
Interim Dean, UL College of Education  
and Human Development

\_\_\_\_\_  
**5-14-2020**  
Date