

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").

WHEREAS, 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 J.B. Atkinson Academy for Excellence in Teaching and Learning ("Atkinson"), can lead to an improved educational environment and increased achievement for students and teachers at Atkinson; and Atkinson is eligible for resource assistance via the U of L Signature Partnership Initiative;

THEREFORE, JCPS and the CEHD agree as follows:

1. Duties of JCPS: Shall assign Sarah Elliott, current JCPS teacher, to serve as the Teacher-in-Residence at Atkinson. In this role, she will provide programmatic support and additional resources to improve the instructional program of the school, especially in the area of literacy. The specific duties of the Teacher-in-Residence are further detailed in a list of specific roles and responsibilities as agreed upon by the Principal of Atkinson, the Liaison for District and School Partnerships at the CEHD, and the CEHD's Director of the Nystrand Center for Educational Excellence. The list of roles and responsibilities is attached hereto as Exhibit A and is incorporated herein by this reference. Ms. Elliott will use one hundred percent (100%) of her professional time as the Teacher-in-Residence. JCPS also agrees to assign Alexandra Fluhr as a JCPS teacher to teach at Atkinson so that Ms. Elliott can serve as the Atkinson Teacher-in-Residence. The duties of Ms. Fluhr shall be consistent with that of JCPS teachers and will be determined by the Principal of Atkinson.
2. Duties of the CEHD: In consideration for the terms herein, the CEHD shall provide funding to JCPS on a pro rata basis in the amount of \$49,425.95, the sum total of which includes the annual gross salary (\$45,450.63) and fringe benefits (\$2,452.02) of Ms. Fluhr, and indirect costs of 3.18% charged by JCPS (\$1,523.30). JCPS will be paid upon receipt by the CEHD of equal quarterly invoices from JCPS on or after October 31, 2020; January 31, 2021; April 30, 2021; and July 31, 2021.
3. This Agreement shall be effective commencing on the date of execution and end on July 31, 2021, or on the JCPS contract-ending day for year 2020-21.
4. Termination: The parties may terminate this Agreement with thirty (30) days written notice to the other party. The CEHD has the option of terminating this Agreement immediately if Ms. Elliott is not employed at Atkinson.
5. Amendment: This Agreement may be modified or amended by a written agreement between JCPS and the CEHD.

6. Independent Parties: JCPS 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 and the CEHD concerning Atkinson 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.



Dr. Marty Pollio, Superintendent

Dr. Beth Boehm, Executive Vice President
and University Provost

Date:

Date: 10-21-2020

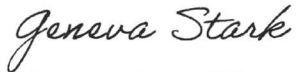
Recommended By:



08/14/2020

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

Date



10/22/20

Dr. Geneva Stark, Director
Nystrand Center for Educational Excellence
College of Education and Human Development

Date

Reviewed as to form and content:



Attorney
Office of University Counsel



Date