MEMORANDUM OF AGREEMENT BETWEEN TODD COUNTY SCHOOLS AND WESTERN KENTUCKY UNIVERSITY

This Agreement is entered into on this _____ day of May, 2021, by and between the Todd County School District and Western Kentucky University ("WKU") a non-profit, educational institution.

I. RECITALS

- A. WHEREAS WKU, through Western Kentucky University's College of Education and Behavioral Sciences, has valuable experience, skill, and ability to deliver a Teacher Induction Cadres customized for Todd County Schools.
- B. WHEREAS a cohort of Todd County Teachers desire to have WKU undertake an instructional project according to the scope of the program described in Attachment 1 Project Summary.
- II. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto now agree as follows:
 - A. STATEMENT OF WORK. Through its School of Teacher Education, WKU agrees to use its reasonable efforts to perform the educational project known as the Teacher Induction Cadres, described in Attachment 1, Project Summary.
 - B. CONTACT PERSONNEL. The following individuals are identified as contact personnel to perform this project.
 - 1. Eric Foister, Assistant Superintendent, eric.foister@todd.kyschools.us
 - Beckie Stobaugh, Professor WKU School of Teacher Education, <u>Rebecca.Stobaugh@wku.edu</u>
 - C. PERIOD OF PERFORMANCE. This agreement is effective beginning August 2021 and may be extended through agreement by both parties.
 - D. EXECUTION OF AGREEMENT. WKU agrees to offer a professional development program as part of the Todd County School System and Western Kentucky University Partnership.
 - E. REIMBURSEMENT OF COSTS.
 - Todd County Schools will remit \$300 per teacher or a minimum of \$4,500 to Western Kentucky University based upon the number of Todd County new teachers participating in the Teacher Induction Cadres.
 - 2. Todd County Schools will reimburse WKU mileage based on the Kentucky State mileage rate incurred by the WKU personnel engaging in the Teacher Induction Cadres.
 - F. INVOICE. An invoice for the Teacher Induction Cadres described in Attachment 1 will be mailed following the last Teacher Induction Cadres session.

- G. PUBLICATION, COPYRIGHTS, PATENTS, AND INVENTIONS. WKU shall have the right to release information or to publish or present any material resulting from the Project under this Agreement. Title to any publications, copyright, patent, or invention first conceived or discovered during the Project under this Agreement by WKU personnel shall vest in WKU.
- H. TERMINATION. This Agreement may be terminated by Todd County Schools with thirty (30) days written notice exchanged between the authorized administrative representatives warranted in Paragraph B of this Agreement. Upon notification, WKU shall limit or terminate any outstanding commitments and/or conclude project.
- I. WARRANTIES. WKU will provide quality, state-of-the-art products and services to Todd County Schools. WKU, or any subcontracting agency, shall not be liable for any direct, consequential, or other damages suffered by anyone resulting from the use of the products or services. The provisions of this paragraph shall survive termination of this Agreement.
- J. ENTIRE AGREEMENT CHANGES. This Agreement and its attachments contain the entire Agreement between the parties. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of WKU and Todd County Schools. All correspondence regarding terms of this Agreement shall be sent as specified in Paragraph B.
- K. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any provisions of the Agreement which may be prohibited shall not invalidate the remaining provisions of the Agreement.

The parties acknowledge that they have read and understand the foregoing Agreement and that such provisions are reasonable and enforceable, and agree to abide by the Agreement and the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

FOR TODD COUNTY:		FOR WKU:	
Eric Foister Assistant Superintendent Todd County Schools	Date	Corinne Murphy, Dean College of Education & Behavioral	Date Sciences
		Susan Keesey, Director WKU School of Teacher Education	Date