

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (Agreement) is entered into by and between the Jefferson County Board of Education d/b/a Jefferson County Public Schools (JCPS) and the University of Louisville (UofL).

WHEREAS, UofL's College of Education and Human Development (CEHD) has implemented the Signature Partnerships Schools Initiative to provide a clinical training model for education professionals in multiple JCPS schools including Atkinson Academy (Atkinson).

WHEREAS, UofL has received a gift from PepsiCo, Inc. to support health and wellness at Atkinson.

WHEREAS JCPS and UofL desire to enter into an agreement for an extended partnership with UofL, via the CEHD, to support the health and wellness of Atkinson students, staff, and families.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and UofL agree as follows:

I. Duties of JCPS: Shall hire and assign a certified teacher to Atkinson to support health and wellness for the 2021-2022, 2022-2023, and 2023-2024 school years. This teacher will be a JCPS employee subject to all applicable laws, regulations, JCPS policies, and collective bargaining agreements. This teacher's working calendar will be the JCPS teacher calendar.

II. Duties of CEHD: Shall provide three years of funding to JCPS in the amount of \$147,872 to cover all salary, fringe benefits and indirect costs as outlined in Attachment A. JCPS shall be paid upon receipt by the CEHD of equal quarterly invoices from JCPS on or after October 31, January 31, April 30 and June 30 of each year.

III. Term: The Agreement shall be effective commencing on a date of execution and end on July 31, 2024.

IV. 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 a health and wellness teacher is not employed at Atkinson.

V. Amendment: The Agreement may be modified or amended by written agreement between JCPS and CEHD.

VI. Independent Parties: JCPS and 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 acts or omissions of the other.

VII. 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 the Agreement.

VIII. Entire Agreement: The Agreement contains the entire agreement between JCPS and CEHD concerning Atkinson and supersedes any and all prior oral or written agreements.

IX. Severability: If a court of competent jurisdiction holds any provision of this Agreement as 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.

X. Counterparts: The Agreement 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.

XI. 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.

Jefferson County Public Schools

University of Louisville

By: _____
Dr. Marty Pollio, Superintendent

By: _____
Dr. Lori Gonzalez, Executive Vice President and
University Provost

Date: _____

Date: _____

Reviewed as to

Legality and Form By: _____
Office of University Counsel

Date: _____

Recommended By: _____

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

Date: _____

Recommended By: _____

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

Date: _____

ATTACHMENT A

UofL Pepsi Donation for Health and Wellness Initiative
Atkinson Academy
August 18, 2021 -June 30, 2024

	2021-22	2022-23	2023-24
Certified Teacher - 1st year	\$43,128.63	\$44,422.49	\$45,755.16
3 extended time days per contract	\$691.90	\$712.66	\$734.04
Fringe Benefits			
Regular Salary	\$2,333.00	\$2,403.00	\$2,472.00
Extended Time Pay	\$40.00	\$40.00	\$42.00
TOTAL Direct Costs	\$46,193.53	\$47,578.15	\$49,003.20
Indirect Costs	\$1,649.11	\$1,698.54	\$1,749.41
TOTAL COSTS	\$47,842.64	\$49,276.69	\$50,752.62

Three Year Total **\$147,872**

**3% salary increase in 22-23 and 23-24 to accommodate STEP and cost of living increases.*

