

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 Cochran Elementary School ("Cochran"), can lead to an improved educational environment and increased achievement for students and teachers at Cochran, and Cochran 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 Margot Smith, a current JCPS teacher, to serve as the Teacher-in-Residence (TIR) at Cochran. 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 Cochran and the CEHD's Director of the Nystrand Center of Excellence in Education. The list of roles and responsibilities is attached hereto as Exhibit A and is incorporated herein by this reference. Ms. Smith will use one hundred percent (100%) of her professional time as the Teacher-in-Residence. JCPS also agrees to assign a JCPS teacher to teach at Cochran so that Ms. Smith can serve as the Cochran Teacher-in-Residence. The duties of this teacher will be consistent with that of JCPS teachers and will be determined by the Principal of Cochran. As TIR, Ms. Smith shall remain a JCPS employee subject to all applicable laws, regulations, JCPS policies, and collective bargaining agreements. Ms. Smith's working calendar will be the JCPS teacher calendar.
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 \$50,445.99, the sum total of which includes the annual gross salary (\$46,469.56) and fringe benefits (\$2,435.91) of the additional teacher, and indirect costs of 3.15% charged by JCPS (\$1,540.52). JCPS shall be paid upon receipt by the CEHD of equal quarterly invoices from JCPS on or after October 31, 2022; January 31, 2023; April 30, 2023, and July 31, 2023.
3. Term: This Agreement shall be effective commencing on the date of execution and end on July 31, 2023.
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. Smith is not employed at Cochran.
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 Cochran 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.

12. Research Activities: For any projects involving research, program evaluation, monitoring activities, or data collection of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation, and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

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Dr. Marty Pollio, Superintendent

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Date

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T.G. Bradley, Interim University Provost

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Date

Recommended By:

**Amy Lingo**

Digitally signed by Amy Lingo  
DN: cn=Amy Lingo, o=University of Louisville,  
ou=College of Education & Human  
Development,  
email=daniel.cradic@Louisville.edu, c=US  
Date: 2022.08.03 10:16:12 -0400'

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

8-3-2022

Date

*Geneva A. Stark, Ph.D.*

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

8-3-2022

Date

