

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
University of Louisville

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and the University of Louisville ("UofL") on behalf of its College of Education and Human Development, with its principal place of business at 2301 South 3rd Street, Louisville, KY 40292.

WHEREAS, JCPS and UofL, seek to support JCPS employee pursuing additional educational opportunities at UofL's College of Education and Human Development ("CEHD") including certified staff pursuing the CEHD's English as a Second Language Endorsement (ESLE).

WHEREAS, JCPS and the CEHD have established the following process to support an annual cohort of JCPS certified staff seeking the CEHD's ESLE. (hereinafter 'Project').

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

1. Duties of JCPS:

- a. Support an annual cohort of JCPS employees to receive tuition support in pursuing the CEHD's ELSE as outlined in this agreement. The number of these employees each year shall be determined by JCPS and UofL.
- b. Enter into a tuition assistance agreement with each JCPS employee identified for the Project.
- c. Designate the ESL Director to act as the ELSE Program and Tuition Assistance Coordinator (the "JCPS Coordinator") and the CEHD designates the UofL Director, Educator Preparation Student Services as the ESLE Tuition Assistance Coordinator (the "CEHD Coordinator") to communicate and cooperate concerning the performance of all aspects and terms of this Agreement.
- d. Before the application deadline, provide the CEHD Coordinator all JCPS certified staff who have indicated they will receive tuition assistance from JCPS to complete ESLE courses during the upcoming semester. The document will include the name of each JCPS employee receiving tuition assistance, the number of credit hours to be completed by each JCPS employee during the upcoming semester, the amount of each JCPS employee's financial award, and the total amount awarded by JCPS for all JCPS employees taking ESLE courses for the upcoming semester (hereinafter the "ESLE Tuition Assistance Report"). In providing the ESLE Tuition Assistance Report, JCPS represents to the CEHD

that : (1) all JCPS employees identified therein have executed a tuition assistance agreement with JCPS that includes any provisions of this agreement that affect the employee; (2) each JCPS employee identified understands that their JCPS tuition assistance award is contingent on their completion of the ESLE course(s) with a grade deemed satisfactory by JCPS; (3) each JCPS employee identified understands the obligation to report the employee's grade to the JCPS Coordinator; (4) each employee has provided a waiver of the employee's rights under the Family Educational Right and Privacy Act (FERPA) so that the CEHD may confirm the grade of the employee if asked by JCPS; and (5) each JCPS employee identified has acknowledged that if they fail to complete any ESLE course or receive a grade deemed satisfactory by JCPS in any course(s), or they have failed to meet any other requirement of the tuition assistance agreement with JCPS, they will be responsible for, and will immediately pay to UofL, the full cost of tuition for all ESLE course(s) for which they were registered. Upon written request from the CEHD Coordinator, the JCPS Coordinator will provide a copy of any JCPS employee's tuition assistance agreement.

- e. The JCPS Coordinator and the CEHD Coordinator may alter the deadlines referenced in the above mutual written agreement in order to accommodate JCPS employees for each semester in the duration of this Agreement by JCPS and UofL.

2. Duties of UofL:

- a. Upon receipt of the Tuition Assistance Report from JCPS, consistent with UofL's course registration calendar and policies, the necessary CEHD personnel (e.g., the CEHD's office of Educational Advising and Student Services and ESLE Program Coordinator) will assist each JCPS employee identified with admission and/or registration for the ESLE course(s) identified.
- b. UofL acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article 6 of this Agreement.
- c. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos, or social media without prior approval from JCPS.
- d. Maintain an all-risk property and casualty insurance policy with respect to the UofL facilities and a policy of general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- e. Require all UofL employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors

convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

- i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- f. UofL shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- g. UofL staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation to the extent such guidelines have been shared with UofL in writing.
- h. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to UofL. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to UofL.

3. Coordination of Program Compliance:

- a. Within (10) days of being informed by the CEHD Coordinator of any JCPS employee who has failed to adhere to their tuition assistance agreement, the JCPS Coordinator will send the employee a demand letter giving them the option of paying back the district for monies awarded for current and prior coursework. These options include automatic payroll deduction for the awarded tuition assistance balance, the employee paying back the awarded tuition assistance balance in a lump sum, or the employee paying for the following course or semester needed to complete the program as signed in the professional commitment form.

- b. Employees can receive tuition assistance credit from JCPS for up to 12 credit hours if they maintain a grade deemed satisfactory by JCPS, are in good standing with the program requirements from UofL, and are employed by JCPS during the contract period with UofL.
- c. During the semester, the JCPS Coordinator and the CEHD Coordinator agree that they will promptly inform each other if they become aware of any JCPS employee designated to receive tuition assistance from JCPS withdrawing from an ESLE course(s) or if the JCPS employee's status with JCPS changes in a way that would prevent the JCPS employee from remaining eligible for tuition assistance from JCPS. In such instances, the JCPS Coordinator and CEHD Coordinator will work together to ensure that all JCPS and UofL accounts and records accurately reflect the circumstances consistent with their respective policies and procedures.
- d. The CEHD Coordinator will inform the JCPS Coordinator within (10) calendar days after the last day of the semester of any students failing to adhere to the tuition assistance agreement.
- e. If the CEHD Coordinator informs the JCPS Coordinator that a JCPS employee has failed to adhere to the terms of JCPS's tuition assistance agreement, including but not limited to the JCPS employee failing to complete an ESLE course or earn a grade deemed satisfactory by JCPS, the JCPS Coordinator will send the employee a demand letter to give them the options of paying back the district for monies awarded for current and prior coursework. These options include automatic payroll deduction for the awarded tuition assistance balance, the employee paying back the awarded tuition assistance balance in a lump sum, or the employee paying for the following course or semester needed to complete the program as signed in the professional commitment form. Employees can receive tuition assistance credit up to 12 credit hours if they maintain a grade deemed satisfactory by JCPS and good standing with the ESL program and maintain employment during the contract with JCPS.
- f. The CEHD Coordinator will contact the UofL's Bursar to ensure that the tuition assistance credit in the JCPS employee's UofL student account is removed, and the JCPS Coordinator shall immediately contact the JCPS employee and require the employee to pay any outstanding balance due and to owed to UofL. If the employee fails to do so within ten (10) calendar days, the JCPS Coordinator will forward a formal demand letter to the employee with a copy of the employee's professional commitment form attached to it demanding the employee pay the balance due and owing to UofL immediately. The CEHD Coordinator shall receive a copy of that letter.

4. **Mutual Duties:**

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
 - b. Each party shall comply with all applicable federal and state laws and regulations and all UofL and JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
 - c. The respective administrative offices of JCPS and UofL who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term:** This Agreement shall be effective commencing July 1, 2023 and shall terminate on June 30, 2024. The Agreement may be extended by mutual written agreement of JCPS and UofL.
5. **Payment:**
- a) After receipt of JCPS's ESLE Tuition Assistance Report (or the final amendment of that report after student registration and the last day to withdraw deadline), the CEHD Coordinator will provide to the JCPS Coordinator an invoice for the total amount of ESLE tuition assistance awarded by JCPS for the upcoming semester on behalf of its registered employees.
 - b) After JCPS/UOFL ESL cohort participants are registered, UofL will provide a list to JCPS and post "potential" awards to student accounts to prevent students from being charged a late fee.
 - c) Within (10) calendar days of receiving the UofL invoice, the JCPS Coordinator will forward to the CEHD Coordinator payment from JCPS in full satisfaction of the invoice received from the CEHD Coordinator. Any JCPS employee receiving only partial tuition assistance from JCPS shall be responsible for any remaining payment due UofL directly.
 - d) Upon receipt of payment from JCPS in satisfaction of the invoice, the necessary personnel at UofL (e.g., Bursar) will ensure that each individual JCPS employee's UofL student account reflects the tuition assistance credit in the amount designated in the ESLE Tuition Assistance Report (or the final amendment of that report) for that semester.
 - e) Cohort participants who withdraw after the first week of classes through the last day to withdraw deadline will be responsible for payment of any tuition charges directly to UofL.

- f) Cohort participants who wish to withdraw after the deadline must receive special permission from the UofL ESL Coordinator and notify the JCPS ESL Coordinator. The UofL ESL Coordinator will also notify the JCPS ESL coordinator of cohort participants who withdraw from the program after the deadline. In that event, tuition would be paid in full by JCPS, and participants would make arrangements to reimburse JCPS directly following established procedures.
6. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, UofL will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. Either party may terminate this Agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.g. above. In the event of an immediate termination, UofL shall not be permitted to continue to provide services after receipt of the notice of termination.
7. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and UofL.
8. **Independent Parties**: JCPS and UofL are 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. To the extent permitted by law, each party shall, however, be liable for any negligent or wrongful acts of its own employees, students, and invitees.
9. **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.
10. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and UofL concerning the UofL and supersedes all prior agreements, either written or oral, regarding the same subject matter.
11. **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.
12. **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.
13. **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:



Marty Pollio, Ed.D, Superintendent

Thomas Gerard Bradley, Interim Provost

Date: _____

Date: 6/27/2023

