

AMH 10-22-2024

MEMORANDUM OF AGREEMENT
BETWEEN
OHIO VALLEY EDUCATIONAL COOPERATIVE
AND
Jefferson County Board of Education

This Agreement is made and entered into as of October , 1 2024, by and between Ohio Valley Educational Cooperative, herein referred to as "OVEC" and Jefferson County Board of Education, herein referred to as "District."

Whereas OVEC established the First-Time, Long-Time program for supporting educators who are obtaining initial certification, additional certification or rank change. Whereas OVEC's Board of Directors approved continuation funding for this program through OVEC's general funds for the current fiscal year. In addition, the OVEC Board of Directors has approved funding for candidates seeking initial certification through the new Option 7 program through OVEC's general funds.

1. District is one of OVEC's 14 member districts.
2. The purpose and goal of the Project is to recruit new educators for the district, retain existing educators, and provide mentoring and professional learning for participants.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. SERVICES OF DISTRICT. District agrees to
 - A. Receive up to \$20,353 of OVEC funds for First Time - Long Time which shall be used for tuition reimbursement, tuition payments directly to universities, costs for rank change programs, or other expenses related to educator preparation program participation for teachers meeting the following categories (a, b, or c):
 - a. New Teachers

- i. Enrolled in an educator preparation program approved by the Kentucky Education Professional Standards Board,
 - ii. Engaged in an alternate route to initial teacher certification OR approved for an emergency teaching certificate, AND
 - iii. Has fewer than three years of experience OR, having more than three years of experience, is pursuing an additional certification approved by the district.
 - b. Classified Staff participating in the Option 9 expedited route to certification.
 - c. Participants in Continuing Education Option rank change programs.
- B. Require teachers receiving tuition reimbursement to attend a monthly one-hour online support session with OVEC staff in January 2025, February 2025, March 2025, April 2025, August 2025, and September 2025. Teachers shall be permitted to view recordings of sessions to satisfy this requirement.
- C. Require teachers receiving tuition reimbursement to attend a one-day new teacher conference in June 2025.
- D. Require teachers to enter into at least a three-year service requirement agreement with the district as a condition of receiving tuition reimbursement.
- E. Require participating teachers to complete evaluation surveys developed by the project evaluator.
- F. Permit OVEC, upon request, to visit participating teachers' schools and classrooms for a non-evaluative observation of teaching practices.
2. Receive up to \$12,000 of OVEC funds which shall be used for tuition reimbursement for participants who are seeking initial certification solely through the new OVEC/U of L Option 7 program. These candidates must adhere to all of the requirements of the program.

3. SERVICES OF OVEC. OVEC agrees to
 - A. Provide up to \$20,353 of funds to the district within 60 days of receipt of invoice for First Time - Long Time and up to \$12,000 of funds to the district within 60 days of receipt of invoice for Option 7.
 - B. Assign staff with professional learning experience to coordinate and provide services described in 1.B and 1.C.
 - C. Provide sample service requirement agreements for the district.
 - D. Provide materials from online support sessions and the one-day new teacher conference to the district for the district's use with new teachers in subsequent years.
4. TERM. The term of this Contract will commence on October 1, 2024, and will terminate on September 30, 2025.
5. COMPENSATION. As compensation for District's services, OVEC agrees to pay Sub- Recipient the sum of **\$20,353.00** during the term of this Contract for First Time - Long Time Program and \$12, 000 for the Option 7 Program. The District will submit a claim or invoice with reasonable documentation to support the amount claimed for reimbursement. OVEC will pay proper claims/invoices within sixty days upon OVEC's receipt of the claim/invoice. In no event will OVEC be obligated to pay District more than the above amount during the term of this Contract for ALL services furnished by District.
2. NO WARRANTY. District will use its best efforts in good faith to perform the services and achieve the results of this agreement. However, District makes no representations or warranties that its services will result in the desired outcomes.
3. TERMINATION. This Contract may be terminated by either party with thirty (30) days' written notice. Upon such termination, OVEC agrees to pay District for services actually provided to date of termination.

4. INSURANCE. The District agrees that the District is self-insured. Further, the District affirms that its employees and any subcontractor who will be on OVEC's property and acting on the District's behalf in performance of this Contract are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from OVEC.

5. GENERAL PROVISIONS.

a. Binding Effect; Assignment. This Contract and all of the terms, provisions, and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. District may not assign this Contract, or any of its rights or obligations hereunder, without the prior written consent of OVEC. Any attempted assignment in violation of this Section by District of its rights or obligations under this Contract, whether by operation of law or otherwise, shall have no force and effect.

b. Entirety. The provisions contained in this Agreement and the Proposal Abstract and Proposal Narrative set forth the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.

c. Modification. This Contract may not be modified or amended except by written agreement.

d. Governing Law. This Contract shall be interpreted and enforced in accordance with the laws of the State of Kentucky.

e. Attorney Fees. The prevailing party in any action to construe or enforce this Contract will be entitled to payment by the other party of its reasonable and documented attorney fees and costs incurred in the preparation, prosecution, and appeal of such action. The recovery of attorney fees and costs shall be in addition to any other relief or judgment obtained.

f. Notice. All notices, requests and other communications required or permitted under the terms of this Contract shall be in writing and sent by: (i) certified U.S. Mail, return receipt requested; or (ii) private overnight express courier (for example, Federal Express) to the parties at the following addresses:

If to District:

Attn: Dr. Marty Pollio
Jefferson County Public School
3332 Newburg Road
Louisville, KY 40218

If to OVEC

Attn: Jason Adkins
Ohio Valley Educational
Cooperative
100 Alpine Drive
Shelbyville, KY 40065

Notices shall be deemed effective upon receipt or three (3) days after mailing in accordance with the provisions of this Section. Either party wishing to change its address for notice purposes may do so by giving the other party written notice of the new address in the manner set forth above.

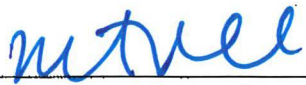
g. Severability. Should any term or provision of this Contract be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions hereof.

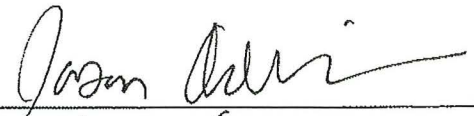
h. Waiver. Failure of either party to enforce the provisions of this Contract or the failure to require the performance by the other party of any provision hereof shall not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.

i. Survival. Except as otherwise provided in this Contract, all representations and warranties made by either party shall survive the termination of this Contract for any reason.

j. Consent to Jurisdiction, Venue and Service. District consents and agrees that all legal proceedings relating to the subject matter of this Contract shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky. District consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on November 13, 2024 to be effective as of October 1, 2024.

District:
BY: 
Title: Superintendent

OVEC:
BY: 
Title: Chief Executive Officer

Pending Board Approval