

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between the University of Louisville ("UofL") and Hardin County Schools ("District").

The Terms of the MOU: This MOU is effective January 1, 2025, and shall end on July 31, 2025. This MOU shall automatically renew thereafter for additional one (1) year terms beginning on August 1 and ending on July 31 of each subsequent year for a total of five (5) years. Either party may terminate this agreement at any time, with or without cause, upon thirty (30) days' written notice to the non-terminating party.

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

- University of Louisville
   Office of University Counsel
   206 Grawemeyer Hall
   Louisville, KY 40292
   counsel@louisville.edu
- Hardin County Schools
   65 W A Jenkins Rd
   Elizabethtown, KY 42701
   tanya.jury@hardin.kyschools.us
- II. Purpose: UofL seeks to provide to the District a minimum of two College Readiness Coaches ("Coaches") to aid students in the District through the process of academic preparation and application for higher education. Coaches will guide students through the relevant processes needed to successfully choose, gain admission to, and access financial aid resources for the student's college of choice.
- III. UofL will:
  - a. Hire UofL students as paid College Readiness Coaches.
  - b. Conduct the standard criminal background check and the Child Abuse and Neglect background checks on all Coaches.
  - c. Require, provide, and conduct Title IX training, FERPA training, best practice training for dealing with minors, and other relevant training for Coaches.
  - d. Ensure that students abide by UofL policy and the Student Code of Conduct.
  - e. Require Coaches to sign the UofL College Readiness Coach Agreement (Exhibit A) and will share it with the District.
  - f. Conduct evaluations and provide other performance quality control for Coaches.
  - g. Cover all Coach salary and travel expenses for the program.
  - h. UofL shall have the right, in its sole and absolute discretion, to remove a student from his/her/their placement at the district at any time. In the event the UofL removes a student from the District, it will use reasonable efforts to coordinate with the District regarding any potential replacement students.



## IV. District will:

- a. Provide campus access to Coaches during normal school hours at the following schools:
  - Central Hardin High School
  - John Hardin High School
  - North Hardin High School
  - HCS Early College & Career Center ("EC3")
- b. Provide a workspace for the Coaches to meet with students with an appropriate degree of privacy.
- c. Provide UofL with any applicable policies for the Coaches to abide by.
- d. Facilitate opportunities for students to meet with Coaches.
- e. Provide feedback ad hoc to UofL regarding the Coach's performance of their responsibilities under this MOU.
- V. Evaluation: A representative from District agrees to meet with UofL's Director for Online Learning and/or Manager of Access Services once per semester to provide program feedback. The District can also bring ad hoc feedback to:

Kristen Brown
Director, Online Learning
University of Louisville
2301 South Third Street.
502-475-2932
kristen.brown@louisville.edu

VI. District shall provide prompt written notification to UofL of any policy violations by the Coaches and provide adequate time for UofL to address such noncompliance with Coaches. If continued policy violations occur, District may terminate this MOU as per Section 1.

## VII. Miscellaneous:

- a. The parties agree that any student injured on District premises during scheduled Coaching experiences will be assessed and provided with emergency care as appropriate through District's available resources. The Parties agree that students are not afforded legal protection under Districts' worker's compensation or health insurance policy and that any expenses for emergency examination or treatment to a student shall not be borne by Parties.
- b. District agrees to secure and protect any data that UofL shares with District (and to require the same of any other entity with whom District shares or gives access to that data) from unauthorized access, use, modification, disclosure, manipulation, or destruction, and will use processes that meet industry standard practices for protecting such information (which processes must be at least as stringent as District would use for protecting its own confidential information).
- c. Parties agree that UofL will not supply UofL -issued student identification numbers or other governmental issued identifiers (including, but not limited to, social security numbers) directly to District. Students, at their own discretion, may supply such information directly to District or to a third party who in turn makes such information available to District.



- d. No individual in any way related to this Agreement will be discriminated against on the basis of race, sex, gender, age, creed, national origin, disability, sexual orientation, marital status, pregnancy, veteran status, or any other status protected by applicable law.
- e. This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- f. Individuals executing this Agreement on behalf of the institutions represent that they have been authorized to do so.
- g. Any amendment to this Agreement must be in and executed by both parties hereto.
- h. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Hardin County Schools	University of Louisville
Jeresa Mozyaw-Superintendent	T. W. Brudley
Name	Thomas Gerard Bradley
Title	<b>Executive Vice President and Provost</b>
January 16,2025	1/15/2025
Date T	Date