

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 Kentucky ("UK") (collectively "Parties").

WHEREAS UK Center for Next Generation Leadership desires to provide a comprehensive learning experience to high-qualified candidates to participate in professional learning and earn education rank change ("Program").

WHEREAS the program is not credit-bearing, it is considered continuing professional education.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and UK agree.

I. UK Center for Next Generation Leadership will:

- A. Develop the program and provide training based upon The UK Next Generation Continuing Education Option ("CEO") Plan II Proposal Submission presented to Jefferson County Public Schools, a copy of which is attached hereto as Exhibit A.
- B. Provide the appropriate learning experiences and collaborate with JCPS in providing appropriate mentoring and job-embedded experiences, which will lead to candidates successfully earning a Rank 2 or Rank 1.
- C. Prepare candidates for the rigorous year-long CEO program and support them in their mastery of program competencies.
- D. Define how candidates will be assessed and define expected competencies possessed by program completers.
- E. Require Center for Next Generation Leadership faculty to meet onsite with the mentors and candidates throughout the year-long internship on a planned and as-needed basis.
- F. Require Center for Next Generation faculty to maintain regular communication with mentors and provide frequent feedback to CEO candidates.
- G. Host a minimum of one whole-group sessions during the CEO year, which bring the candidates together to create a network of support and an

opportunity to share information about their experiences.

H. Create a continuous quality improvement process that is informed by data collected with each cohort.

I. UK Next Generation Leadership shall not discriminate on the basis of 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 relating to pregnancy, childbirth, or related medical conditions.

J. Require all UK employee/volunteers/contractors performing services in JCPS buildings, 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:

1. Any conviction for sex-related offenses.
2. Any conviction for offenses against minors.
3. Any conviction for felony offenses, except as provided below.
4. Any conviction for deadly weapon-related offenses.
5. Any conviction for drug-related offenses, including felony drug offenses within the past seven years.
6. Any conviction for violent, abusive, threatening, or harassment-related offenses.
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability under this Agreement.

K. UK staff, faculty, students, and invitees will comply with all JCPS health safety guidelines, including rules related to COVID-19 mitigation when entering JCPS buildings.

L. 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) to answer a question or evaluate

activities for effectiveness beyond standard educational or operational procedures. Thus, all research and 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.

II. JCPS will:

- A. Agree to work in the spirit of cooperation within the JCPS that supports the successful transition of CEO participants into their CEO program experience.
- B. Communicate with the UK Center for Next Generation Leadership faculty regarding changes to JCPS policies that might impact CEO candidates.
- C. Agree to support the partnership publicly and provide opportunities for CEO candidates to share their action research via the JCPS website, JCPS/school conference representation, other professional dissemination opportunities with approval from the JCPS Chief of Communications and relevant departmental leadership.
- D. To qualify for exemption from full JCPS IRB review, the scope of action research in which CEO candidates can engage must be limited to the following activities and conditions.
 - 1. The primary method involves professional self-assessments, which are designed to improve rostered teachers' educational and instructional strategies in their own classrooms.
 - 2. Teachers will not add or alter curriculum or assignments/assessments, use existing identifiable student data, or collect new data specifically for the purposes of fulfilling programmatic project expectations.
 - 3. Projects will not evaluate a JCPS program, school, or other JCPS staff in their roles as JCPS employees or collect staff records.
- E. Work cooperatively to assist any program evaluation by sharing school profiles and relevant data available in the public domain only after approval from JCPS IRB.

III. **Payment:** The tuition for each Candidate in the program will be \$6,000, with JCPS sponsoring \$5,000 of that fee and the Candidate paying the remaining \$1000. UK will provide JCPS with an invoice for their portion of fees for each participant in August 2025. JCPS agrees to sponsor up to 25 participants, total cost not exceed \$125,000 for the fiscal year.

IV. **Term:** This Agreement shall be effective commencing July 1, 2025 and shall terminate on June 30, 2026. The Agreement may be extended by mutual written Agreement of JCPS and UK.

V. **Requisite Number of Candidates:** The Parties understand that the Program will be offered only if a minimum of ten (10) JCPS candidates agree to enroll in the Program. Should the number of candidates drop below ten in any given year, the Program will not be offered for that year.

VI. **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.

VII. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and UK.

VIII. **Independent Parties:** JCPS and UK are independent parties, and neither shall be constructed to be an agent or representative of the other. Therefore, neither shall be liable for the acts or omissions of the other. However, each party shall be liable for any negligent or wrongful acts of its employees, students, and invitees.

- IX. **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.
- X. **Entire Agreement:** This Agreement contains the entire Agreement between JCPS and UK concerning the Program and supersedes all prior written or oral agreements regarding the same subject matter.
- XI. **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 can not be modified, the provision shall be deemed separable from the remaining provisions of this Agreement, and shall not affect any other provision.
- XII. **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.
- XIII. **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

By: _____

Date: _____ Dr. Marty Pollio, Superintendent

Jefferson County Public Schools

Pending Board Approval

University of Kentucky

By: _____

Date: _____ Dr. Robert S. DiPaola

Provost, University of Kentucky

By: _____

Date: _____ Dr. Danielle Stevens-Watkins

Acting Dean, College of Education

By: _____

Date: _____ Dr. Eric Monday

Executive Vice President for Finance and Administration (EVPFA)

By: _____

Date: _____ Mark Meier

Assistant General Counsel, Office of Legal Counsel