

## **Memorandum of Agreement**

This agreement is effective October 1, 2016 by and between the Collaborative for Teaching and Learning, Inc., ("CTL") and Charles Hamilton ("Dr. Hamilton").

## **Conditions of this Agreement**

- 1. <u>Period of Performance</u> This Agreement is effective from October 1, 2016 through September 30, 2017.
- 2. <u>Scope of Services</u> Dr. Hamilton will assist with planning, delivery, and follow up of professional development activities (e.g., on-line and face-to-face training sessions, book study, coaching, etc.) for the KDE MSP Project. This Agreement may be amended to include additional services as they are determined and mutually agreed upon.
  - Any of the above services or those added to this Agreement through amendment that are based upon funding by an external source are subject to revision based upon changes that may occur between CTL and the funding source.
- 3. <u>Standards of Work</u> Dr. Hamilton agrees that all work performed as part of this Agreement shall conform to the highest professional standards in the field.
- 4. <u>Proprietary Information</u> The work in which Dr. Hamilton is engaged may include information of a proprietary nature to CTL. Dr. Hamilton shall receive such knowledge and information in confidence <u>and</u> shall not, except as authorized in writing by CTL, publish or disclose or authorize any other party to publish, disclose, or make use of such information or knowledge.
- 5. <u>Compliance with Laws</u> Dr. Hamilton shall, in the performance of services described in this Agreement fully comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- 6. Fee Compensation and Payment Schedule CTL agrees to compensate Dr. Hamilton a rate of \$256.16 per day for up to 40 days. No fringe benefits will be provided. Compensation for services shall be made upon CTL's receipt of invoices submitted by Dr. Hamilton. Invoices shall be submitted at least quarterly, but no more frequently than semi-monthly (i.e., twice/month), and will be paid by CTL within 15 days of receipt.
- 7. <u>Expense Reimbursement</u> Business expenses related to the fulfillment of the responsibilities noted in this Agreement shall be reimbursed directly to Dr. Hamilton based on the CTL's existing expense reimbursement policy.
- 8. <u>Communication</u> Dr. Hamilton will communicate on a regular basis with Ms. Rita Messer, Educational Programs Specialist and MSP Project Director, to ensure the smooth and accurate implementation of the work described above.
- 9. <u>Complete Agreement</u> This Agreement contains the full and complete understanding of the parties. No oral statements or agreement made prior to or at the signing of the Agreement shall supplement or modify the written terms of this Agreement. Neither party shall claim any amendment,

modification, waiver, or release from any provisions described in the Agreement unless the same is in writing, signed by both parties, and specifically described to be an amendment to the Agreement.

## **Signatures of Endorsement**

For the Collaborative for Teaching and Learning:	
Deborah Walker	Date
President and CEO	
For Dr. Charles Hamilton:	
Charles Hamilton	October 10, 2016
Dr. Charles Hamilton	Date