MEMORANDUM OF AGREEMENT

between

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

and

THE UNIVERSITY COUNCIL FOR EDUCATIONAL ADMINISTRATION, INC.

This Memorandum of Agreement ("Agreement") is made effective this 26th day of April, 2011 ("Effective Date"), by and between The Rector and Visitors of the University of Virginia, an educational institution and an agency of the Commonwealth of Virginia ("University"), for its Curry School of Education ("Curry School") and the University Council for Educational Administration, Inc., a non-profit Pennsylvania corporation ("UCEA").

WHEREAS University submitted a proposal in December of 2009 to host the administrative operations of the UCEA, which proposal was developed further in April 2010 discussions between the University and UCEA; and

WHEREAS at its August 2010 meeting, the UCEA Executive Committee accepted the University’s proposal to host the administrative operations of UCEA;

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1. University Responsibilities.

The University, through its Curry School, will:

a. Provide up to $11,000 for costs incurred in the relocation to Charlottesville (during the summer of 2011) of UCEA’s administrative headquarters. Subject to applicable University policy concerning travel reimbursement and to prior approval by the Dean’s Office of the Curry School, additional funds will be provided by the University during 2010-2011 for the travel costs of the UCEA Executive Director to provide a formal research presentation to the Curry School faculty and to execute the final agreement between the University and UCEA, select headquarters staff, inspect headquarters space and prepare for the physical move of UCEA offices to the University.

b. License for use, without charge, necessary office space, proximate to the educational administration faculty, (approximately 1,500 square feet) for UCEA’s exclusive use and nearby storage space for inventory and supplies. This office space shall consist of three individual offices and an open common area for graduate students and meetings, in “as is” condition, and shall be used for UCEA’s general office and meeting purposes only and for no other purposes.

UCEA shall make no alterations, additions, or improvements to the office space without the prior written consent of the University. With the exception of minor damage incidental to wall decorations, UCEA shall not damage the office space or any part thereof or allow the same to be done. UCEA shall not allow the office space to be used for any illegal purpose and shall not do or allow any act which may disturb other users of Curry School facilities or cause damage to such facilities.

The University will provide UCEA with office furniture, book shelves, storage files, and related office supplies, similar in quality to those provided to other University departments or faculty. The University will provide UCEA with four desktop computers for UCEA’s exclusive use and Microsoft Office software, all subject to and in accordance with applicable University policy, except that nothing herein shall commit to the provision of services or content access disallowed by contract or license. All such equipment and computers shall remain the property of the University. The University will replace and upgrade UCEA’s computer
equipment in Fiscal Year 2014 (July 1, 2013 – June 30, 2014). Should this Agreement be renewed, computers will be replaced and upgraded on the typical three-year business cycle.

All personal property placed in or kept on the Premises by UCEA shall be at the sole risk of UCEA or the owner of such personal property, other than the University, and the University shall have no liability for loss, damage or deterioration of same for any reason.

The University and its representatives may enter the office space at any time to make emergency repairs, preserve the office space, to prevent or abate any nuisance, hazard, or unlawful conditions or to administer or enforce applicable University policies.

c. Make available to UCEA the following services at the same cost as the University provides such services to other University departments or faculty, except that nothing herein shall commit to the provision of services or content access disallowed by contract or license:

i. Telephone services and equipment.
ii. Services relating to the University library.
iii. Copying/printing services.
iv. Audio-visual equipment and tape duplication services.
v. Mailing services.
vi. Computer services.
vii. Personnel and payroll services for the UCEA Executive Director, Assistant Director and Administrative Support Assistant.
viii. Personnel and payroll services for other employees hired by the University at the request of UCEA, whose salaries and benefit costs would be covered on a yearly basis by UCEA, to engage in or provide support for UCEA activities. Notwithstanding the foregoing, UCEA may directly employ individuals to engage in or provide support for UCEA activities; provided, such individuals shall be subject to applicable University policies concerning their use of University equipment and facilities, but in no event shall be deemed employees of the University.
ix. All office suite utilities (except phone/fax charges).

d. Appoint the current UCEA Executive Director to an academic rank to be determined in accordance with University faculty policies within the Curry School. In the event that the current UCEA Executive Director vacates the UCEA Executive Director position, the University will provide a faculty appointment for the new Executive Director that is appropriate based upon the University’s and UCEA’s needs and the director’s qualifications. Furthermore, representatives of the Curry School will participate in an ex officio capacity on the search committee for UCEA’s new Executive Director. While serving as staff members of UCEA, the current and future Executive Directors will be members of the University faculty and have all of the rights, privileges, and responsibilities of a faculty member as specified by University policy. The University will be responsible for determining the salary and benefits of the faculty member serving as Executive Director and, in accordance with section 1(c)(vii) above, for administering the same for payment or provision to the Executive Director. Of the salary so determined, the University will provide $40,000 per year (plus a proportional amount to cover University fringe benefit costs) of such amount to partially cover departmental assignment as Executive Director of UCEA, which amount will increase each year consistent with University increases to faculty salaries. UCEA will provide funds to the University on a yearly basis sufficient to cover the balance of the Executive Director’s salary and benefit costs as determined by the University. Subject to applicable University policies concerning moving and relocation reimbursement, the University will provide up to $9,000 for costs incurred in the relocation to Charlottesville (during the summer of 2011) of the Executive Director.

e. To allow the UCEA Executive Director sufficient time to fulfill his/her responsibilities to UCEA, ensure that the Executive Director’s course load does not exceed one course per year and that his/her doctoral advising load does not exceed three doctoral students per year. No later than February 1st of each year, the Executive Director and Curry School Department of Foundations, Leadership and Policy Chair Carol Ann Tomlinson, or her replacement ("Department Chair"), will negotiate the specifics of the Executive Director’s contribution to the Department for the following academic year.
f. Commit one-half of one Curry School faculty member's 12-month time and effort (.50 FTE) to working with the Executive Director on UCEA activities. The faculty member will perform specified UCEA roles and will be accorded the title of UCEA Associate Director, or a similar title acceptable to the UCEA Executive Committee. The estimated value of this contribution is $50,000 per year, plus University fringe benefits. The Department Chair and the UCEA Executive Director will mutually agree on which faculty member will be assigned to work with UCEA; in the event the Department Chair and the UCEA Executive Director are unable to agree, the Curry School Dean will assign the faculty member after taking into consideration the needs of both parties. An appointment as UCEA Associate Director typically will be made for a period of three (3) years, and the performance of the Associate Director will be evaluated on a yearly basis by the Executive Director and reported to the UCEA Executive Committee (provided, however, in no event shall an appointment as UCEA Associate Director affect the faculty member's faculty appointment by the University). Following the annual review, if either UCEA or the faculty member serving as Associate Director determines that the appointment is not satisfactory, then the Department Chair and UCEA will reassess the appointment and, if appropriate, make other arrangements.

g. Hire and employ an Administrative Support Assistant to serve as UCEA’s staff administrator and provide support for UCEA activities. The Administrative Support Assistant will be employed as a member of the University staff and have all of the rights, privileges, and responsibilities of a University staff member as specified by University policy. The University will compensate the Administrative Support Assistant with an annual salary of up to $36,000 (plus University fringe benefit costs) which may be supplemented as deemed appropriate by UCEA and will increase this amount each year consistent with University increases to staff salaries. The University’s commitment to fill and maintain as filled the position of Administrative Support Assistant shall continue for the duration of this Agreement and any extensions thereto, but shall cease upon termination or expiration of this Agreement.

h. The parties acknowledge that since the Executive Director, Associate Director and Administrative Support Assistant will be University employees, their activities shall be subject to all applicable policies of the University. Such individuals shall also be subject to the policies set forth in the Policy Manual of UCEA. The parties hereby agree that in the event of a conflict between the policies of the University and those of UCEA, the policies of the University will prevail.

i. Recruit three graduate assistants to work for UCEA for twenty (20) hours per week for twelve (12) months per year. The University will support the graduate assistants at the level of financial support in effect as of the Effective Date, including tuition remission. The University will provide UCEA with information on all graduate students eligible for graduate assistantships each year, and UCEA will have an opportunity to interview and select those students who seem most appropriate for the UCEA positions.

j. On or before August 1, 2011, and on or before each August 1 thereafter during the term of this Agreement, contribute to UCEA $6,000 each year for UCEA maintenance and operating expenses (for example, office supplies, business meals, graduate student travel, etc.).

k. Subject to applicable University policy concerning travel reimbursement, reimburse UCEA up to $6,000 each year for reasonable travel expenses incurred by UCEA officers, Executive Committee members, participants in UCEA meetings, and visiting scholars; University will reimburse UCEA within thirty (30) days of receipt of documentation that adequately substantiates both the expenses incurred and that such travel was related to UCEA business. UCEA will make good faith attempts to provide the names and schedules of its visitors to the Curry School's Dean's office sufficiently in advance of their visit to enable their consideration for inclusion in the University speaker series or to provide lectures to University faculty and students.

l. Provide UCEA access to the Curry School's technology services on the same basis as other departments and programs within the Curry School, except that nothing herein shall commit to the provision of services or content access disallowed by contract or license.
m. Provide UCEA access to services of the Curry School's Office of Development, Office of Grant Writing and Administration, and Office of Public Affairs, and the University's Office of Sponsored Programs, subject to the policies and regulations of the University.

n. Provide access to meeting space in facilities of the Curry School, such as the Curry Library and innovations Commons (CLIC) (capacity 200) for large meetings, Holloway Hall (capacity 100), and smaller seminar rooms, for meetings of UCEA groups at no charge to UCEA. Provide access to other conference center facilities on campus for larger meetings at the rates charged, and in accordance with policies and procedures generally applicable to other University departments and faculty.

2. UCEA Responsibilities.

The UCEA will:

a. Nurture a dynamic partnership with the University by providing its faculty with insight into the best PhD/EdD and Master's level principal/superintendency preparation practices for top research universities, by working with University faculty to improve educational leadership preparation and scholarship and to model these improvements nationally and internationally, and by providing opportunities for University faculty to access exemplary UCEA research and program initiatives and faculty around the world.

b. Enhance the capacity of the Curry School to attract excellent faculty and graduate students.

c. Provide University students with an opportunity for involvement in national research and development projects, opportunities to participate in graduate student development initiatives, and access to cutting edge research and established researchers.

d. Make available, when appropriate, desirable, and mutually agreeable, the services and skills of the UCEA staff for participation in the regular academic activities of the Curry School's educational administration unit, the Curry School, and the University.

e. Lead and participate in grant writing efforts with University faculty to bring substantive research and development resources and projects to the University.

f. Give recognition to the University by including the University of Virginia on the masthead of the UCEA Review, on home page of UCEA's website, within the UCEA Convention Program, and on UCEA's letterhead. In addition, UCEA will make good faith efforts to hold at least two Executive Committee meetings on the University campus during the initial five-year term of this Agreement, and to provide opportunities for University faculty and graduate students to engage substantively with Executive Committee members during their visits to the University.

g. Except as otherwise provided in this Agreement, handle its own financial affairs, have its own independently audited bookkeeping system, and reimburse the University at quarterly intervals for personnel, payroll, and other goods and services purchased by UCEA from/through the University. Durable goods and equipment purchased with UCEA funds will be the permanent property of UCEA.

h. Operate as an autonomous non-profit corporation governed by its legally constituted board of directors and corporate code. However, the University properties and the proposed employment status of the UCEA Executive Director and UCEA staff will be subject to applicable policies of the University.

i. The UCEA Executive Director will supervise all UCEA employees in accordance with the applicable policies of the University.

3. Term and Termination.
The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of five years from July 1, 2011, the expected date of occupancy of the Curry School office space by UCEA. This Agreement may be terminated by either party upon six (6) months' written notice to the other party, or at any time by mutual written consent of both parties. If termination is sought due to a breach of this Agreement or as a result of an unresolved disagreement over operational issues the parties agree that, prior to sending notice of termination, they will attend at least eight hours of non-binding mediation. The parties will make a good faith attempt to mutually agree on the selection of the mediator; provided, however, if the parties cannot agree within thirty (30) days, the University and UCEA will request the services of an appropriately qualified and mutually agreed upon mediator. The cost of any mediation will be borne equally by the parties. If the University initiates termination, the University will allow UCEA up to three (3) additional months following the effective date of termination to vacate its offices. The liability provisions of Section 4 herein shall survive termination of this Agreement for so long as UCEA continues to occupy their offices. Twenty-four months prior to the end of the initial term, UCEA will offer the University of Virginia the first opportunity to renew its contract, which reflects a comparable level of support, with UCEA for an additional five-year term without competition from other UCEA member institutions.

4. Liability.

a. The University shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees or agents in connection with the performance of this Agreement for which it may be held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the University or the Commonwealth of Virginia.

b. UCEA will indemnify, defend and hold harmless the University, its employees and agents, from and against any and all losses, claims, demands, damages, liabilities, and costs that (i) directly or indirectly result from or arise in connection with any negligent act or omission of UCEA, its agents, or employees in the performance of its obligations under this Agreement, (ii) arise from patent or copyright infringement claims relating to any product, process or service made, used or sold by the UCEA, or (iii) arise from or incident to UCEA’s use and occupancy of office space pursuant to section 1(b) of this Agreement. The foregoing indemnification shall extend to include losses, claims, demands, damages, liabilities, and costs that result or arise from the discovery of any toxic or hazardous substance on, in or arising from, or contamination of, the office or storage space licensed to UCEA which is a result of any activity of UCEA, its employees, contractors or agents.

c. UCEA shall maintain General Liability insurance with a limit of not less than $500,000 per occurrence and an aggregate limit of $1,000,000, to include coverage for premises/operations, personal injury, and contractual liability. If UCEA has any owned vehicles or intends to use leased or non-owned vehicles, it shall maintain Automobile Liability insurance, with a limit of not less than $500,000 per accident. Additionally, UCEA shall maintain Directors and Officers insurance to provide errors and omissions coverage for its Board of Directors and corporate officers, with a liability limit of not less than $500,000 per claim. The following should be included on the Commercial General Liability coverage as an additional insured: “The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents.” The insurance policies should be underwritten by insurance companies maintaining at least an A- rating with A.M. Best Company and licensed to conduct business in the Commonwealth of Virginia.

d. In the performance of its obligations under this Agreement, the University and UCEA are at all times acting independently of one another, and not as employees or agents of the other party. Except as otherwise provided in this Agreement, neither party’s employees or agents shall be considered as having employee status with, or be entitled to participate in, any pension or similar benefits for employees of the other party.

5. Delays.

Neither party shall be liable for the failure to perform its obligations under this Agreement if such failure is occasioned by a contingency beyond such party’s reasonable control, including but not limited to strikes or other labor disturbances, lockouts, riots, wars, earthquakes, fires, floods or storms. A party claiming a right to excused performance under this Section 5 within
ten (10) business days of its knowledge of such contingency shall notify the other party in writing of the extent of its inability to perform, which notice shall specify the occurrence beyond its reasonable control that prevents such performance.

6. **Nondiscrimination.**

Both parties shall abide by the University’s policies on Discrimination and Harrassment (https://policy.itc.virginia.edu/policy/policydisplay?id=HRM-009) and Retaliation (https://policy.itc.virginia.edu/policy/policydisplay?id=HRM-010).

7. **Use of Names.**

Except as specifically provided herein, neither party will use the name of the other party in any advertising or publicity material or make any form of representation or statement in relation to the Agreement which would constitute an express or implied endorsement of any commercial product or service, and it will not authorize others to do so, without first having obtained written permission from the other party.

8. **Notices.**

Any notice required to be given under this Agreement will be deemed made if delivered either to the address given below or to such other address as may hereafter be specified in writing by the Parties:

**If to University:**
Curry School of Education
PO Box 400260, Bavaro Hall - Room 131D
Charlottesville, VA 22904-4194
Robert C. Pianta, Dean
Fax: 434-243-5480

**With copy to:**
University of Virginia
1001 North Emmet Street
Charlottesville, VA 22904-4194
Attention: Stephen A. Kimata
Assistant Vice President for Finance and Interim Director Student Financial Services
Fax: 434-982-2315

**If to UCEA:**
University Council for Educational Administration
405 Emmet Street, P.O. Box 400265
Charlottesville, VA 22904-0265
Attention: Michelle D. Young
UCEA Executive Director
Fax: 434-924-3866

**With copy to:**
Lisa C. Wright
UCEA Director of Finance and Accounting
5860 E. Osage Ridge Ln.
Columbia, MO 65201
Fax: 573-474-4961

Notice will be deemed to have been made, if by hand upon the date so delivered; if by registered or certified mail, postage prepaid and return receipt requested, upon third day after deposit in the United States mail; if by express courier service on the date actually delivered; and if by facsimile upon receipt.
9. **Governing Law.**

This Agreement shall be construed under, and the rights of the parties hereto shall be governed by, the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

10. **General Terms.**

This Agreement constitutes the entire agreement between the parties on the subject matter hereof, and supersedes all prior contracts, agreements, and understandings relating to the same subject matter between the parties. No waiver, alternation, or modification of the provisions in this Agreement will be binding unless in writing and signed by both parties. Neither this Agreement nor any right or interest hereunder may be assigned or transferred by either party without prior written consent of the other party, except this Agreement may be assigned to a party that succeeds to all or substantially all of a party’s business or assets whether by sale, merger, operation of law or otherwise. The headings appearing in this Agreement are for convenience and reference only and are not intended to and shall not, define or limit the scope of the provisions to which they relate. The invalidity or unenforceability of any terms or provisions hereof in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction, or of the entire Agreement in any other jurisdiction. No course of dealing between the parties or any delay on the part of either party in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of such hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

*For the University Council for Educational Administration, Inc.:

[Signature]
Autumn K. Tooms, President
UCEA President

[Signature] 4/27/2011
Michelle D. Young, Executive Director

*For The Rector and Visitors of the University of Virginia:

[Signature] 5/5/2011
Arthur Garson, Jr., MD, MPH  Date
Executive Vice President and Provost

[Signature] 4-27-2011
Robert C. Piana  Date
Dean, Curry School of Education

[Signature] 5/3/11
Stephen A. Kimata  Date
Assistant Vice President for Finance and Interim Director Student Financial Services*