

MEMORANDUM OF AGREEMENT

between

Jefferson County Board of Education

and

University of Louisville

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 Louisville ("U of L").

WHEREAS, JCPS and U of L recognize that a partnership between U of L, via the U of L's College of Education and Human Development (the "CEHD"), and JCPS, via Cochran Elementary School ("Cochran") can lead to an improved educational environment and possibly increase achievement for students and teachers at Cochran in Jefferson County, Kentucky.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth therein, JCPS and U of L agree as follows:

1. Duties of JCPS:

JCPS will provide space in Cochran designated as the U of L CEHD Classroom (the "Classroom"). Cochran also agrees to equip the Classroom with a Smart Board and the necessary furniture. The Classroom may be used by the CEHD for at least three (3) weekly classes per semester without limit to the number of classes as teacher capacity increases. Such usage by CEHD may not interfere with the instructional program at Cochran.

Cochran's Principal will be responsible for working with the CEHD School Liaison to determine the number of CEHD student teachers and students Cochran's teachers can mentor and instruct during a given semester. Once determined, the CEHD School Liaison will communicate that number of students to the CEHD's Office of Educator Development and Clinical Practice ("OEDCP") who will make the necessary placements.

Cochran's mentor teachers will be responsible for performing a minimum of one (1) formal observation for each CEHD student teaching placement, as well as day to day mentoring, meetings with the CEHD School Liaison, and evaluations of the candidates. These mentor teacher responsibilities will be applicable to methods, field experience, and student teaching. Mentor teachers shall also adhere to requirements provided by the OEDCP.

JCPS will designate current Cochran teacher Heather Lynd as the "Teacher in Residence" at Cochran. As Teacher in Residence, she will perform the following:

- (1) collaborate with the CEHD School Liaison to supervise mentor teachers and CEHD students;

- (2) model best teaching practices for Cochran teachers and provide feedback in order to build teacher capacity;
- (3) assist the CEHD School Liaison and other key personnel from the CEHD in coordinating field based experiences for CEHD classes being taught at JCPS;
- (4) provide professional development for Cochran teachers and instruction for CEHD students including faculty wide, small group, and side by side sessions;
- (5) collaborate with CEHD faculty and JCPS teachers and administrators in conducting research that informs instruction;
- (6) conduct assigned teaching duties by teaching Advanced Placement classes for 4th and 5th grade students in the afternoon; and
- (7) undertake additional duties that are consistent with the spirit of this agreement and as agreed upon during the school year by the CEHD School Liaison and Cochran's Principal.

Cochran and the CEHD will each provide funds as outlined in the approved budget, Attachment A, toward implementing this Professional Development School (PDS) collaboration (for a total of \$77,575). The CEHD's total portion of this amount shall be \$35,000. Cochran and the CEHD agree that the amounts will be applied as listed in the approved budget.

2. Duties of U of L:

The CEHD will provide a School Liaison for the equivalent of one day each week. The CEHD School Liaison will work with Cochran's mentor teachers and Principal to implement this Agreement; clarify expectations and explain policies; maintain communication with CEHD and U of L stakeholders; engage in problem-solving as needed; create teams of mentor teachers in collaboration with Cochran's Principal to observe and supervise CEHD student teachers; and work with, observe, and assess CEHD student teaching candidates.

Cochran teachers interested in becoming mentor teachers will agree to supervise and mentor CEHD students for methods, field experience, or student teaching. All mentor teachers will receive professional development from the CEHD School Liaison on how to complete observations, protocol forms, and assessment of teacher candidates.

The CEHD will loan to Cochran three (3) computers and a printer for use by participants in the U of L CEHD Classroom. This equipment will be returned by Cochran to the CEHD after this Agreement and any extensions are completed or may be purchased from the CEHD at the conclusion of this Agreement.

The amounts to be paid by the CEHD to JCPS, which will be provided by JCPS to Cochran for the Cochran "Teacher in Residence" will total \$28,277 (\$27,231 in salary and \$1,046 in fringe benefits), and will be forwarded to JCPS in four equal payments of \$7,069.25 after the CEHD receives complete and accurate invoices from JCPS, the first invoice to be forwarded to the CEHD upon final execution of this agreement. All subsequent "Teacher in Residence" invoices will be forwarded to the CEHD on December 1, 2013; March 1, 2014; and June 1, 2014.

The amounts to be paid by the CEHD to JCPS for Professional Development (PD) will total \$5,533 (\$5,266 in PD and \$267 in fringe benefits) and will be forwarded to JCPS in two equal payments of \$2,766.50 after the CEHD receives complete and accurate invoices from JCPS, the first invoice to be forwarded to the CEHD upon final execution of this Agreement. The details of the items paid for by the CEHD for PD are set forth in Attachment B. The second invoice will be forwarded to the CEHD on March 1, 2014. Along with the amount the CEHD will pay JCPS for the "Teacher in Residence" and PD, it will pay JCPS a total of \$1,190 in indirect costs to be paid on the same dates as payment for PD in two equal payments of \$595.

3. **Term:** This Agreement shall be effective commencing on August 1, 2013 and end on August 15, 2014.
4. **Termination:** Either party may terminate this Agreement with thirty (30) days written notice to the other party, or immediately if Ms. Lynd is no longer employed at Cochran. If this agreement is terminated as referenced above, the CEHD shall pay to JCPS only the pro rata amounts that have been spent by Cochran up to the date of termination and represented in a complete and accurate final termination invoice. Under such a circumstance, the CEHD shall not be responsible for paying to JCPS or Cochran any other unpaid amounts.
5. **Oversight:** The Cochran Principal, with oversight by the CEHD School Liaison and CEHD's Liaison for District and School Partnerships, shall be responsible for ensuring that all funds described above are spent in compliance with this Agreement, including retaining all documentation evidencing compliance.
6. **Amendment:** This Agreement may be modified or amended by a written agreement between JCPS and U of L.
7. **Independent Parties:** JCPS and U of L are considered to be independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other.
8. **Reporting:** Cochran's Principal agrees to forward to the CEHD School Liaison and the CEHD's Liaison for District and School Partnerships four "Expense and Activity Reports" each of which will include detailed descriptions of all Professional Development expenses incurred to date and the corresponding activity undertaken as identified in Attachment B.

These "Expense and Activity Reports" shall be provided on

- December 1, 2013,
- March 1, 2014,
- May 1, 2014, and
- August 15, 2014 (the final day of this agreement).

9. **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.
10. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and U of L concerning the Cochran PDS Collaboration and supersedes any and all prior agreements, either written or oral.
11. **Severability:** If a court of competent jurisdiction holds any provisions of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of the Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
12. **Counterparts:** The Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute the same instrument.
13. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools

By: _____
Dr. Donna M. Hargens

Title: Superintendent

Date: _____

University of Louisville

By: _____
Dr. Shirley Willihnganz

Title: Provost

Date: 11/4/13

Approved By: _____
Julie Demunbrun
Associate University Counsel

Date: 11/26/13

Recommended By: W. Blake Haselton Date: 11/19/13
Dr. W. Blake Haselton, Interim Dean
College of Education and Human Development

Recommended By: Harrie L. Buecker Date: 11/20/13
Dr. Harrie L. Buecker, Liaison for
District and School Partnerships
College of Education and Human Development

Attachment A

Budget

August 1, 2013 - August 15, 2014

| | UofL | Title I |
|------------------------------------------------------------------------------------------------|-----------------|-----------------|
| Salaries: | | |
| Teacher in Residence - Heather Lynd | \$27,231 | \$27,231 |
| Teacher Stipends | | |
| Magnificent Monday PD Sessions -six 1 hour sessions @ 20 teachers @ \$20.20 per hour | \$808 | \$1,616 |
| Summer Insitute PD - 12 hours @ 36 Teachers @ \$20.20 per hour | \$4,363 | \$4,363 |
| Fringe Benefits - Medicare Match, KTRS, Unemployment & Workers Comp | | |
| Teacher in Residence | \$1,046 | \$8,621 |
| Magnicienct Mondays | \$84 | \$279 |
| Summer Institute | \$183 | \$183 |
| Conference Registrations - Louisville Writing Project, Kentucky Reading Association Conference | \$95 | \$283 |
| Total Direct Costs | \$33,810 | \$42,575 |
| Indirect Costs @ 3.52% | \$1,190 | |
| Total | \$35,000 | \$42,575 |
| Total Project Cost | | \$77,575 |

ATTACHMENT B

Scope of Work

Rationale

The purpose of this Scope of Work is the implementation of the Professional Development School (PDS) collaboration between the University of Louisville (U of L) College of Education and Human Development (CEHD), and Jefferson County Public Schools (JCPS), Cochran Elementary School (Cochran). Through this PDS collaboration, teacher skills will be enhanced; there will be deepening connections between Cochran teachers and U of L faculty, and JCPS will create an environment where U of L students can train and learn through collaboration.

Belief Statements

- The preparation of future teachers is the responsibility of the entire profession, both school based practitioners and those in higher education.
- The school is the unit of change rather than a few individuals within the school.
- Research shows that a team approach to working with pre-service education students is more effective than the one-to-one approach often employed.
- In order for this PDS collaboration to be a true partnership, responsibilities and resources must be shared.
- It is important for Cochran faculty to understand the goals of the educator preparation program, and for CEHD faculty to understand the goals of Cochran.

Benefits

- Cochran students will benefit from the presence of an additional teacher who can provide ongoing attention to individual student needs.
- The CEHD will benefit from being part of a Professional Development School, staffed by exceptional Cochran faculty who are knowledgeable about the educator preparation program and skilled in supervision skills, and where candidates can be placed for their pre-service methods and student teaching experiences.
- Cochran teachers will benefit from purposeful and strategic PD.
- The possibility of team teaching and observing demonstrations by CEHD faculty with regard to effective instructional methods affords Cochran teachers the opportunity to critically examine the curriculum and methodology currently being employed in their own classrooms.
- The profession benefits from new teachers who were prepared and nurtured in an environment where informed practice, commitment to professional principles, and dedication to continued learning, were emphasized in their field experiences.

Activities

- The CEHD Classroom will be used to host meetings among CEHD teacher candidates and mentor and cooperating teachers, serve as an Exemplar Reading Classroom Site modeling how best to set up an elementary classroom for student teachers and Cochran teachers, provide a site for modeling effective classroom teaching practices for Cochran teachers and CEHD teacher candidates, and host professional development sessions for Cochran teachers.
- Cochran teachers as designated by Cochran's Principal will receive professional development from the CEHD in the form of Magnificent Mondays, a Summer Institute, and conference opportunities.

Magnificent Mondays – These PD sessions will occur during the 2013-14 school year. Session content will be based upon student data and teacher identified professional growth needs. PD Facilitators include U of L faculty and/or Cochran Elementary Teacher Leaders.

Summer Institute – This PD is designed to improve teaching skills to increase proficiency levels for Cochran students and establish learning connections with the U of L students. Summer Institute will be a two-day session held at Cochran before August 15, 2014. Summer Institute content will include the following:

Common Standards alignment with reading program
Co-teaching strategies
Building a Professional Development School, Nuts and Bolts

Conference Opportunities – Cochran staff will participate in the Kentucky Reading Association Conference, and/or Louisville Writing Project, and/or Kentucky Reading Project.

- Additional professional development may be provided to meet the specific needs of the PDS Collaboration based on subsequent agreements between the CEHD School Liaison, the CEHD's Liaison for District and School Partnerships, and Cochran's Principal.

Goals

- Over 40% of Cochran students will reach proficiency goals in Reading and Math by spring 2015.
- Improve teacher effectiveness in teaching Common Core Standards in Reading and Math.
- Build teacher capacity through coaching and PD.
- Create partnership between U of L, CEHD, and Cochran Elementary.
- Train and develop student teachers.
- Provide closer connections to authentic classroom practice in order to develop teacher candidates who are prepared to teach all children to achieve at a high level.