

## MEMORANDUM OF AGREEMENT

Between Jefferson County Public Schools (JCPS) Jefferson County Board of Education

and

Bellarmine University, The Annsley Frazier Thornton School of Education For

Professional Development Program: The JCPS-Bellarmine Literacy Project for Developing Master Reading Teachers and Principals in Selected Elementary Schools

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this 24<sup>th</sup> day of June, 2014, by and between the Jefferson County Board of Education d/b/a the Jefferson County Public Schools ("JCPS") and Bellarmine University, by and through The Annsley Frazier Thornton School of Education ("Bellarmine").

WHEREAS, JCPS and Bellarmine desire to enter into a relationship for the purpose of providing professional development assistance for improving teacher capacity in literacy education at urban elementary schools identified by JCPS school officials as having significant numbers of students reading and writing below proficiency/grade level expectancy standards, and,

WHEREAS, JCPS and Bellarmine agree to partner in the development and delivery of *The JCPS-Bellarmine Literacy Project* and *The JCPS-Bellarmine Literacy Fellowship for Principals* beginning in 2014-2015.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, JCPS and Bellarmine mutually agree, as follows:

## Duties of Bellarmine:

Provide the services of Drs. Robert and Kathleen Cooter, along with selected faculty and staff of the Annsley Frazier Thornton School of Education of Bellarmine University, to assist JCPS in the design, development, and implementation of literacy improvement activities including but not limited to the following:

- Provide Design Team leadership and participation in planning the content foci for JCPS teachers and school leaders involving evidence-based literacy instruction practices and Common Core standards for the Academy projects (Note: transcripts of previous Academy training templates and support documents from other successful Academy projects shall be provided to the JCPS Design Team members as part of this Agreement);
- Deliver a 90-hour capacity-building professional development program for up to 230 JCPS teachers assigned in grades K-3, and other selected JCPS teachers, on implementation of evidence-based literacy instruction practices, applicable JCPS curriculum maps and Kentucky Core Academic Standards. This program, tentatively titled *The JCPS-Bellarmine Literacy Project*, will be hosted at sites identified by JCPS for participating teachers meeting approximately three (3) hours per week for thirty (30) weeks at mutually agreeable dates and times;
- Assist JCPS teachers who successfully complete *The JCPS-Bellarmine Literacy Project* and other requirements in applying for a literacy specialist endorsement through the Education Professional Standards Board (EPSB) and the Kentucky Department of Education (KDE);
- Deliver a 45-hour capacity-building training program for up to 19 principals (required) from selected schools over the course of the school year, tentatively titled *The JCPS-Bellarmine Literacy Fellowship for Principals*, delivered at a site identified by JCPS at dates and times mutually agreed by the parties;
- Provide up to 15 selected JCPS personnel serving as Academy instructors and/or literacy coaches with a two-week summer 2014 training program and regular follow-up training sessions in SY 2014-2015 that will enable them to "coach" Academy participants on ways to implement evidence-based literacy instruction practices and applicable JCPS curriculum maps and Kentucky Core Academic Standards emphasized in the Academy in their classrooms;

- Assist JCPS principals and their leadership teams in creating and sustaining effective school-wide literacy programs in urban schools;
- Collaborate with the staff from JCPS Data Management, Planning and Program Development to design, implement, and evaluate measures designed to improve any or all facets of the targeted schools'/classrooms' literacy instructional program (i.e., Academy participants). These services shall include 1) construction of a research design plan and needed assessments to track the effectiveness of the capacity-building program, 2) obtaining Institutional Review Board (IRB) approvals, if needed, to insure compliance with any federal, state and local mandates for human subjects research, and 3) providing project leaders with real-time student data for program improvements;
- Assist in planning and executing a fall Academy kick-off inservice day sponsored by JCPS for participating teachers, principals and their leadership teams involved in the Academy projects, as well as a culminating "Academy Laureate Banquet" for those successfully completing the year-long Academy project;
- Assist in recruiting JCPS teachers, principals and school leaders identified by JCPS leaders for participation in the Academy projects;
- Assist, as needed, in dissemination of project results to local, state, and national audiences;
- Assist in the development of ancillary projects that support the overall objective of improving literacy for children at participating schools (e.g., summer literacy programs, collaborations with faith-based agencies for after school programs, etc.); and
- Assist in long-term planning for Year 2 and beyond of the literacy academies including the full transition to JCPS of all Academy activities after three years of implementation (unless the transition date is modified by mutual agreement).

In addition to providing essential resources for implementing professional development via *The JCPS-Bellarmine Literacy Project* and *The JCPS-Bellarmine Literacy Fellowship for Principals* outlined above, Bellarmine agrees to:

- Provide individual mentoring to principals upon request in order to assist with fidelity of implementation and progress monitoring;
- Provide six (6) hours of graduate credit to up to 230 JCPS teacher/participants, and up to 15 JCPS certified teachers/staff serving as Academy instructors and/or literacy coaches, successfully completing *The JCPS-Bellarmine Literacy Project* program as an accountability measure for strategy implementation that may be applied to a graduate degree or Kentucky Rank 1 program (e.g., Master of Arts, Ph.D.);
- Provide three (3) hours of graduate credit as an accountability measure to 19 JCPS principals successfully completing *The JCPS-Bellarmine Literacy Fellowship for Principals* program which may be applied to a graduate degree program (e.g., Ph.D.);
- Assist with curriculum revisions for the *Literacy Academies* as needed based on student data and instructor feedback; and
- Assist with the selection of textbooks, course materials, and classroom materials for JCPS teachers and coaches to be purchased by JCPS.

<u>Duties of JCPS</u>: On behalf of the teachers and principals in the targeted schools, and central office staff participating in the project, JCPS agrees to:

• Work with Dr. Robert B. Cooter, Jr., Dean of the Annsley Frazier Thornton School of Education of Bellarmine University and designated faculty in the sharing of pertinent school, student assessment, and demographic data;

- In order to obtain best results in improving literacy learning via the Academy projects for students in participating classroom, JCPS agrees to exempt teachers, principals and their leadership teams participating in the Academy projects from implementation requirements of other existing or future reading and writing initiatives and/or programs in JCPS that are deemed counter to implementation of the evidence-based literacy instruction practices and Kentucky Core Academic Standards in the Academy projects. The parties agree that exceptions to this condition may permitted only upon written agreement of the JCPS Chief Academic Officer or designee and Dr. Robert Cooter, on behalf of Bellarmine.
- Exempt JCPS "Literacy Coaches" for JCPS teachers participating in the *Literacy Academies* from participating in any and all formal teacher evaluations of participating teachers during the 2014-2015 SY so as to promote and preserve trust between the participating individuals;
- Provide needed time for JCPS central office staff and other assigned JCPS staff for school improvement, coaching, and professional development activities;
- Provide financial support by creating a central literacy materials center to support literacy instruction in participating schools;
- Ensure the continued accessibility and cooperation of JCPS central office administrative personnel, as well as, building administrators, faculty, and support staff for Dr. Robert Cooter and his staff, as needed;
- Support the activities of the *Literacy Academies* participants in target schools through the provision of Internet access, adequate work space, supplemental reading instruction materials, and other accommodations;
- Maintain or increase current levels of funding provided by JCPS at participating schools in order to establish a value added benefit of the *Literacy Academies* training and coaching experiences; and

<u>Payment:</u> JCPS shall pay Bellarmine for services as outlined above the sum of \$484,110 for total performance of this Agreement. All services and payments must be completed by May 1, 2015.

Bellarmine shall provide invoices for services with backup documentation supporting the invoiced amounts. Invoices shall be sent on or about the following dates: August 1, 2014; October 1, 2014; February 1, 2015; May 1, 2015; with payments due within thirty (30) days of receipt of invoice.

Term: The term of this Agreement shall be from June 24, 2014 through May 1, 2015.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts of laws.

Amendment: All amendments and/or changes shall be by written instrument executed by the parties hereto.

<u>Severability:</u> If any 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 cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above and accept it as the basis for The Annsley Frazier Thornton School of Education of Bellarmine University provision of *The JCPS-Bellarmine Literacy Project* and *The JCPS-Bellarmine Literacy Fellowship for Principals* for the identified teachers and principals. This Agreement is adjustable and renewable upon the mutual written consent of the JCPS and Bellarmine.

Dr. Joseph J. McGowan
President, Bellarmine University

Dr. Donna M. Hargens
Superintendent, Jefferson County Public Schools