

**MEMORANDUM OF AGREEMENT**

**Between**

**Jefferson County Public Schools (JCPS)**

**and**

**The Annsley Frazier Thornton School of Education of**

**Bellarmine University**

**For**

**Preparation and Delivery of the Year 3 (2016-2017) JCPS-Bellarmine Literacy Project for  
Developing Master Reading Teachers and Principals in 60 Selected Elementary Schools**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this 15th day of June, 2016, 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, in 2014, JCPS and Bellarmine established *The JCPS-Bellarmine Literacy Project* for the provision of professional development to teachers and principals in an effort to build capacity in literacy education at selected JCPS urban elementary schools, and,

WHEREAS, for 2016-2017, in order to provide assistance for developing teacher capacity (grades K-3, special education, ELL) in literacy education at 60 elementary schools identified by JCPS school officials as having significant numbers of students reading and writing below proficiency standards, Bellarmine desires to continue the partnership with the Jefferson County Public Schools (JCPS) in the development and delivery of *The JCPS Bellarmine Literacy Project* and *The JCPS-Bellarmine Literacy Project Fellowship for Principals*.

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

Duties of Bellarmine:

Bellarmine shall provide the services of Drs. Theresa Magpuri-Lavell (BU Project Director), Robert and Kathleen Cooter, and David Paige of the Annsley Frazier Thornton School of Education of Bellarmine, who shall 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 concerning *evidence-based literacy instruction practices* and Common Core standards for the Literacy Project projects;
- Deliver a 90-hour capacity-building training program for up to 650 teachers in grades K-3, and other selected teachers (e.g., Special Education, ELL) from identified schools, on proven practices based on implementation of *evidence-based literacy instruction practices* and Common Core standards. This program, titled *The JCPS Bellarmine Literacy Project*, will be hosted at selected elementary school sites identified by JCPS that are convenient for participating teachers three (3) hours per week for approximately thirty (30) weeks. Among the 650 teachers stipulated above are up to 200 participating teachers from Year 2 (Cohort 2) interested in participating in a second year of advanced literacy instruction training and, if desired by JCPS leadership, selected Year 1/Cohort 1 teachers may enroll in a Year 3 program focused on writing instruction;
- Assist teachers who successfully complete *The JCPS-Bellarmine Literacy Project* and other requirements in applying for a literacy specialist endorsement with the Education Profession Standards Board (EPSB) and/or the Kentucky Department of Education (KDE);
- Deliver a 35-hour capacity-building training program for up to 40 school leaders (principals and a leadership team member from each of the participating schools), titled *The JCPS-Bellarmine Literacy Project Fellowship for Principals*, to be delivered at sites identified by participants on approximately a bi-weekly or monthly basis;
- Provide up to 70 selected district personnel serving as Literacy Project instructors and/or literacy coaches with a summer 2016 training program and regular follow-up training sessions in SY 2016-2017 that will enable them to "coach" Literacy Project participants on ways to implement *evidence-based literacy instruction practices* and Common Core standards in their classrooms;

- Provide JCPS with an assessment report of program effectiveness using the extant or refined research design, summaries of strategic assessments of student learning, and provide a year-end report on or around June of 2017 covering the first three years of the project's implementation;
- Assist principals and their leadership teams from the participating 60 schools in creating and sustaining effective school-wide literacy programs in urban schools;
- Assist JCPS in planning and executing a fall Literacy Project kick-off in-service day for participating teachers, principals and their leadership teams in the Literacy Project projects, as well as a culminating "Literacy Project Laureate Banquet" for those successfully completing the year-long Literacy Project project;
- Assist as needed in recruiting and registering teachers, principals and school leaders identified by JCPS leaders for participation in the Literacy Project projects;
- Assist as needed/requested 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., district-wide professional development sessions for nonparticipating schools, K-3 Literacy Assessment System, summer literacy programs, collaborations with faith-based agencies for after school programs, etc.); and
- Assist in long-term planning for Year 4 of the *Literacy Project* including the full transition to JCPS of all Literacy Project activities after the fifth year of implementation (unless the transition date is modified by mutual agreement).

In addition to providing essential resources for implementing *The JCPS-Bellarmino Literacy Project* and *The JCPS Bellarmino Literacy Project Fellowship for Principals* outlined above for 2016-2017, the Annsley Frazier Thornton School of Education of Bellarmino University agrees to:

- Assume responsibilities specified above;
- Provide individual mentoring to principals upon request in order to assist with implementation and progress monitoring;
- Provide at no charge six (6) hours of graduate credit to up to 650 teachers successfully completing *The JCPS Bellarmino Literacy Project* 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, Ed.D., Ph.D.);
- Provide at no charge up to twelve (12) hours of graduate credit to up to 70 selected district personnel serving as Literacy Project instructors and/or literacy coaches for a summer 2016 training program in *The JCPS Bellarmino Literacy Project* and ongoing training throughout the school year that may be applied to a graduate degree or Kentucky Rank 1 program (e.g., Master of Arts, Ed.D., Ph.D.);
- Provide at no charge three (3) hours of graduate-credit as an accountability measure to principals and their leadership team (up to 40 individuals) successfully completing *The JCPS-Bellarmino Literacy Project Fellowship for Principals* program which may be applied to a graduate degree program (e.g., Ed.D., Ph.D.);
- Develop a hybrid/online version of the Literacy Academy coursework to assist JCPS in providing Literacy Project training throughout the district beginning in 2017-2018;
- Assist with curriculum revisions for the *Teacher Academy* as needed based on student data and instructor feedback; and
- Assist with the selection of textbooks, course materials, and classroom materials for teachers and coaches to be purchased by JCPS.

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

- Work with the Bellarmine Project Director, Dr. Theresa Magpuri-Lavell, and Robert Cooter, Jr., Dean of the Annsley Frazier Thornton School of Education of Bellarmine in the sharing of pertinent school, student assessment, and demographic data;
- In order to obtain best results in improving literacy learning via the Literacy Project projects for students in participating classrooms, JCPS agrees to exempt teachers, principals and their leadership teams participating in the Literacy Project projects from implementation requirements of other existing or future reading and writing initiatives and/or programs in JCPS or in JCPS sub-districts that are deemed counter to implementation of the evidence-based literacy instruction practices and Common Core standards in the Literacy Project projects. The Chief Academic Officer or designee, and Project Director Dr. Theresa Magpuri-Lavell of Bellarmine University must agree upon any exceptions to this condition.
- Work with assigned Bellarmine University staff to design, implement, and evaluate measures designed to improve any or all facets of the targeted schools'/classrooms' literacy instructional program (i.e., Literacy Project participants). This shall involve Bellarmine collaborations with leadership in the JCPS Data Management, Planning, and Program Development Department to 1) construct a research design plan and needed assessments to track the effectiveness of the capacity-building program, 2) obtain any needed Institutional Review Board (IRB) approvals required to insure compliance with any federal, state and local mandates for human subjects research, and to provide project leaders with real-time student data for program improvements;
- Ensure JCPS Literacy Coaches provide support and coaching that is outside of and in no way connected to formal teacher evaluations;
- Provide needed time for central office staff and other assigned JCPS staff for school improvement, coaching, and professional development activities;
- Provide financial support as needed in creating a central literacy materials center to support literacy instruction in participating schools;
- Ensure the continued accessibility and cooperation of central office administrative personnel as well as building administrators, faculty, and support staff for Project Director Robert Cooter and his staff as needed;
- Support the activities of the Literacy Academy participants in target schools through the provision of Internet access, adequate work space, supplemental reading instruction materials, and other accommodations as needed;
- Maintain current levels of funding provided by the school system at participating schools in order to establish a value added benefit of the *Literacy Academies* training and coaching experiences; and
- Jefferson County Public Schools agrees to pay Bellarmine University for consulting services as outlined above in addition to fees and travel as listed on the budget a sum not to exceed \$875,000.00. All services and payments must be completed by May 1, 2017.

Payment: Bellarmine University shall invoice Jefferson County Public Schools twice for services provided. Invoices will be mailed to Assistant Superintendent of Curriculum and Instruction, Gheens Academy, 4425 Preston Highway, Louisville, KY 40213. The first Invoice shall be sent July 1, 2016 for the sum of \$600,000. The invoice for the balance due shall be sent April 1, 2017 for a total of \$275,000 with payment due within thirty days.

Term: The term of this Agreement shall be from June 15, 2016 through June 1, 2017.

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.

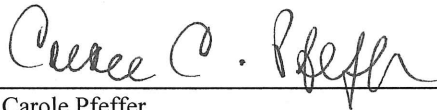
Amendment: All amendments and/or changes shall be by written instrument executed by the parties hereto.

Severability: If any court of competent jurisdiction holds any provision of this Agreement to be 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.

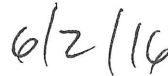
IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Agreement to be duly executed as of the date first written above and accept it as the basis for The Annsley Frazier Thornton School of Education of Bellarmine University provision of *The JCPS-Bellarmine Urban Literacy Project* and *The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

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

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Date



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Dr. Carole Pfeffer  
Provost, Bellarmine University



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Date