

MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
SPALDING UNIVERSITY

This Memorandum of Agreement (hereinafter "Agreement") is entered between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and SPALDING UNIVERSITY INCORPORATED, a private university (hereinafter "Spalding"), with its principal place of business at 845 South Third Street, Louisville, Kentucky 40203.

WHEREAS pursuant to Spalding's mission statements, Spalding desires to provide a comprehensive learning experience for students enrolled at Spalding; and

WHEREAS, JCPS desires to aid in the development of Spalding students by serving as a venue for such learning experience.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements hereinafter set forth and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

I. Scope of Work

Spalding and JCPS will develop a program (hereinafter "Program") of courses, related course activities and field experiences for candidates pursuing principal certification (hereinafter "Candidates") that has been co-designed by Spalding and JCPS based on requirements in Kentucky law and regulations (Attachment A) along with national accreditation standards. Both parties will work to co-design a Leadership Profile for use in the Program.

Spalding and JCPS will design and deliver monthly joint professional learning/scenario-based/networking sessions that bring together Spalding staff, JCPS personnel, and Candidates;

JCPS will:

- Identify and provide JCPS personnel to assist in the delivery of courses, related course activities and field experiences for the Program;
- Identify and provide JCPS personnel with principal certification to mentor and coach Candidates.
- Identify and provide JCPS personnel with principal certification to engage Candidates in monthly professional learning/scenario-based/networking sessions;

- Identify and provide JCPS personnel to serve on a review panel for each Candidate's capstone project;
- Provide Spalding with access to aggregated JCPS school and district information and data as mutually agreed by JCPS and Spalding;
- Allow Candidates to participate in the continuum of JCPS school-based experiences ranging from observing, participating, and leading; and
- Allow Candidates to participate in JCPS school and district leadership activities.

Spalding will:

- Adhere to all Kentucky Administrative Regulations (KAR) and Kentucky Revised Statutes (KRS) for the professional certification of instructional leadership as outlined in Attachment A.
- Adhere to the prerequisites for admission to the Program as outlined in Attachment B.
- Co-design and co-deliver courses for the Program with JCPS in such a way to ensure that Kentucky Education Professional Standards Board (hereinafter "KEPSB") certification requirements based on Kentucky law and regulations along with national accreditation standards are met.
- Ensure that all Spalding faculty for the Program meet guidelines from KEPSB based on Kentucky law and regulations along with national accreditation standards.
- Organize the curriculum for the Program around KEPSB certification requirements based on Kentucky law and regulations along with national accreditation standards
- Design courses for the Program to meet the unique JCPS student and leadership needs and KEPSB certification requirements based on Kentucky law and regulations along with national accreditation standards.
- Design coursework for the Program to provide an aspiring leader the opportunity to practice authentic K-12 principal leadership activities – including observing, participating and leading.
- Ensure course activities and field experiences in the Program expose candidates to diverse student populations and school environments.
- Require capstone projects at the end of the Program to be defended by Candidates before Spalding's/JCPS Program faculty and practicing school administrator's panel.
- Require Candidates to successfully complete Spalding's and state assessment requirements for the school principal certification.
- Provide Program faculty for Program co-design and co-delivery;
- Provide Program faculty to mentor and coach Candidates;
- Provide Program faculty to serve on a review panel for each Candidate's capstone project(s);
- Collaborate with JCPS in providing high-quality field experiences;
- Develop and implement a continuous assessment system that informs decisions related to Program components; and
- Co-select Candidates in collaboration with JCPS-

II. Payment:

JCPS and Spalding agree that neither party shall be required to make any payment to the other party under this Agreement.

III. Term:

This Agreement shall be effective for the period commencing on August 1, 2018 and ending on June 30, 2019. This Agreement may be renewed for one (1) or more additional fiscal years (July 1 through June 30) by mutual written agreement of JCPS and Spalding.

IV. Termination:

The Agreement may be terminated by either party with or without cause upon no less than thirty (30) days written notice to the other party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to Spalding for its failure to cure a material breach of this Agreement.

V. Modification:

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and Spalding.

VI. Compliance with Law:

Spalding shall be in continuous compliance with the provisions of the KAR and the KRS listed in Attachment A that apply to Spalding for the duration of this Agreement.

VII. Equal Opportunity:

During the performance of this Agreement, Spalding shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978 and the American Disabilities Act, and shall not discriminate against any JCPS employee or student or any Candidate because of age, color, creed, genetic information, disability, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, religion, or political affiliation or beliefs.

VIII. Confidentiality:

At all times during the term of this Agreement, Spalding shall comply with the Family Educational Rights and Privacy Act of 1974, including Chapter 99 of the Code of Federal Regulations (hereinafter "FERPA"). If Spalding has access to JCPS student records, Spalding shall limit its employees' access to those records to persons for whom access is essential to perform this Agreement.

JCPS recognizes and agrees that Spalding student educational records are protected by FERPA, and that student permission must be obtained prior to releasing any student specific data to anyone other than Spalding.

IX. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that Spalding is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the

other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which Spalding performs its work and functions.

X. Captions:

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

XI. Entire Agreement:

This Agreement contains the entire agreement between JCPS and Spalding and supersedes any and all agreements executed prior to or contemporaneously with the execution of this Agreement. The Attachments to this Agreement are a part of this Agreement and are incorporated herein by reference in their entirety as if fully set forth in this Agreement at the point where first mentioned.

XII. Severability:

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 provisions of the Agreement.

XIII. Counterparts:

This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.

XIV. Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky Circuit Court, and the parties expressly waive the right to bring any legal action or claims in any other courts.

XV. Indemnification

To the extent permitted by law, JCPS shall indemnify and hold Spalding harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of JCPS, its agents, servants, or employees. Spalding shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of Spalding, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below, to be effective as of August 1, 2018.

JEFFERSON COUNTY BOARD OF EDUCATION:

Marty Pollio, Ed.D.
Superintendent

Date

SPALDING UNIVERSITY:

Joanne M. Benymman, Provost
June 22, 2018

NAME
TITLE

ATTACHMENT A

Kentucky Administrative Regulations (KAR) and Kentucky Revised Statutes (KRS) for the Professional Certification for Instructional Leadership

16 KAR 3:050. Professional certificate for instructional leadership - school principal, all grades.

RELATES TO: KRS 161.020, 161.027, 161.028, 161.030

STATUTORY AUTHORITY: KRS 161.027, 161.028, 161.030

NECESSITY, FUNCTION, AND CONFORMITY: KRS 161.020 requires that a teacher or other professional school personnel hold a certificate of legal qualification for the respective position to be issued upon completion of a program of preparation prescribed by the Education Professional Standards Board. Additionally, KRS 161.027 specifically requires a preparation program for principals. An educator preparation institution shall be approved for offering the preparation program corresponding to a particular certificate on the basis of standards and procedures established by the Education Professional Standards Board. This administrative regulation establishes the preparation and certification program for school principals, at all grade

16 KAR 3:050. Professional certificate for instructional leadership - school principal, all grades.

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NECESSITY, FUNCTION, AND CONFORMITY: KRS 161.020 requires that a teacher or other professional school personnel hold a certificate of legal qualification for the respective position to be issued upon completion of a program of preparation prescribed by the Education Professional Standards Board. Additionally, KRS 161.027 specifically requires a preparation program for principals. An educator preparation institution shall be approved for offering the preparation program corresponding to a particular certificate on the basis of standards and procedures established by the Education Professional Standards Board. This administrative regulation establishes the preparation and certification program for school principals, at all grade levels.

Section 1. Definitions. (1) "Level I" means the standards-based program of studies designed for minimal preparation to serve in the position of instructional leadership - school principal.

(2) "Level II" means the standards-based program of studies to attain the first five (5) year renewal of the certificate for the position of instructional leadership - school principal.

Section 2. Conditions and Prerequisites. (1) The provisional or professional certificate for instructional leadership - school principal shall be issued to an applicant who has completed an approved program of preparation and requirements, including assessments.

(2) The provisional or professional certificate for instructional leadership - school principal shall be valid for the position of school principal or school assistant principal for all grade levels.

(3) Prerequisites for admission to the program of preparation for the provisional or professional certificate for instructional leadership - school principal shall include:

(a) A master's degree;

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(b) Three (3) years of documented teaching experience in a public school or a nonpublic school which meets the state performance standards as established in KRS 156.160 or which has been accredited by a regional or national accrediting association;

(c) A written statement documenting the candidate's skills and understanding in the following areas:

1. Ability to improve student achievement;
2. Leadership; and
3. Advanced knowledge of curriculum, instruction, and assessment; and

(d) An agreement from a school district pledging support that includes opportunities for the candidate to participate in a high quality practicum experience. The agreement shall include:

1. A description of how the district will provide opportunities for the candidate:
 - a. To observe school and district leadership; and
 - b. To participate in school and district leadership activities;
2. Confirmation that the candidate shall be permitted to utilize aggregated school and district information and data; and
3. The signature of the district superintendent or the district superintendent's designee.

Section 3. Kentucky Administrator Standards for Preparation and Certification. The approved program of preparation for the provisional certificate for instructional leadership - school principal shall:

(1) Prepare a candidate for the position of school principal as specified in the standards included in:

- (a) The "Educational Leadership Policy Standards: ISLLC 2008"; and
- (b) The "Technology Standards for School Administrators"; and

(2) Document candidate performance using "Dispositions, Dimensions, and Functions for School Leaders".

Section 4. Principal Preparation Programs. (1) All principal preparation programs approved or accredited by the Education Professional Standards Board prior to May 31, 2009 shall no longer be approved or accredited as of December 31, 2011.

(a) A principal preparation program approved by the Education Professional Standards Board prior to May 31, 2009 shall cease admitting new candidates after December 31, 2011.

(b) Candidates admitted to a principal preparation program approved by the Education Professional Standards Board prior to May 31, 2009 shall complete the program by January 31, 2014.

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(c) An institution of higher learning with a principal preparation program approved by the Education Professional Standards Board prior to May 31, 2009 may submit a redesigned program for approval pursuant to the requirements of subsection (2) of this section beginning May 31, 2009.

(d) An institution's redesigned principal preparation program may become operational beginning January 1, 2010, if the institution:

1. Submits a redesigned principal preparation program for review pursuant to the requirements of subsection (2) of this section; and

2. Receives approval of the redesigned program by the Education Professional Standards Board pursuant to 16 KAR 5:010, Section 22.

(e) Institutions submitting a redesigned principal preparation program shall not be subject to any submission dates for program approval for principal preparation programs after May 31, 2009.

(f) 1. The Education Professional Standards Board shall appoint a Principal Preparation Program Redesign Review Committee to conduct reviews of redesigned principal preparation programs submitted for approval after May 31, 2009.

2. Principal preparation programs submitted for approval after May 31, 2009 shall:

- a. Be reviewed by the Principal Preparation Program Redesign Review Committee; and

- b. Not be reviewed by the Continuous Assessment Review Committee, Content Program Review Committee, or the Reading Committee prior to presentation to the Education Professional Standards Board pursuant to 16 KAR 5:010, Section 22(2).

3. a. After review of a principal preparation program, the Principal Preparation Program Redesign Review Committee shall issue one (1) of the following recommendations to the Educational Professional Standards Board:

- i. Approval;

- ii. Approval with conditions; or

- iii. Denial of approval.

- b. The Education Professional Standards Board shall consider recommendations from staff and the Principal Preparation Program Redesign Review Committee and shall issue a decision pursuant to 16 KAR 5:010, Section 22(4).

(2) Beginning May 31, 2009, in addition to the requirements established in 16 KAR 5:010, Section 22, the educator preparation unit shall prepare and submit to the Education Professional Standards Board for each principal preparation program for which the institution is seeking approval a concise description of the preparation program which shall provide the following documented information:

- (a) Signed collaborative agreements with school districts that include the following:

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1. Joint screening of principal candidates by both district and university;
2. Joint identification of potential program leaders and mentors;
3. District and university co-design and co-delivery of courses; and
4. The manner in which the principal preparation program is based on the identified leadership needs of each district;

(b) The protocol for screening applicants that ensures the identification and admission of high quality candidates into the program;

(c) A matrix that illustrates the alignment between the standards and performance indicators identified in Section 3 of this administrative regulation and the program's curriculum and field experiences;

(d) A syllabus for each of the program's required courses identified in the documentation required by paragraph (c) of this subsection;

(e) The program's plan to collaborate with academic disciplines and programs outside of the field of education in order to supplement the candidate's knowledge and skills set;

(f) The program's plan to collaborate with each district in providing high quality field experiences that:

1. Enhance courses throughout the entire program;
2. Ensure that the candidate has a continuum of school-based experiences that range from observing, to participating, to leading; and
3. Expose the candidate to diverse student populations and school environments;

(g) The program's plan to use rigorous formative and summative evaluations of each candidate's:

1. Knowledge and skills to advocate, nurture, and sustain a school culture that promotes and supports high levels of learning for all students; and
2. Knowledge and skills to manage a school for efficiency, accountability, and safety; and

(h) The program's plan to require all candidates to conduct a capstone project and defend it to a panel of program faculty and practicing school administrators at the end of Level I preparation.

Section 5. Assessment Prerequisites for the Provisional Certificate for Instructional Leadership - School Principal. An applicant for certification as a school principal, including a career and technical school principal, shall attain the specified minimum score on the assessments required by 16 KAR 6:030.

Section 6. Statement of Eligibility for Internship. (1) A statement of eligibility for internship for the provisional certificate for instructional leadership - school principal shall be issued for a five (5) year period to an applicant who:

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- (a) Has successfully completed an approved program of preparation;
- (b) Has three (3) years of full-time teaching experience; and
- (c) Has successfully completed the appropriate assessment requirements for the school principal certification or qualifies for a one (1) year period for completion of assessments under KRS 161.027(6).

(2) Application shall be made on "Application for Kentucky Certification or Change in Salary Rank", Form TC-1, incorporated by reference in 16 KAR 2:010.

(3) A request for renewal of the Statement of Eligibility pursuant to KRS 161.027(7) shall be made on Form TC-2, incorporated by reference in 16 KAR 4:060.

Section 7. (1) A professional certificate for instructional leadership - school principal, level I, shall be issued upon successful completion of the principal internship as provided in KRS 161.027 and 16 KAR 7:020.

(2) The renewal of the professional certificate for instructional leadership - school principal, level I, shall require a recommendation from the approved recommending authority regarding the successful completion of an approved level II program. The certificate shall be valid for five (5) years.

(3) Each subsequent five (5) year renewal of the professional certificate for instructional leadership - school principal, level II, shall require successful completion of two (2) years of experience as a school principal within the preceding five (5) years.

(4) If the applicant has not successfully completed the two (2) years of experience as required by subsection (3) of this section, pursuant to KRS 161.027(9), each subsequent five (5) year renewal of the professional certificate for instructional leadership-school principal, level II, shall require:

(a) Completion of three (3) semester hours of additional graduate credit directly related to the position of school principal for each required year of experience the applicant has not completed; or

(b) Successful completion of forty-two (42) hours of approved training selected from programs approved by the Kentucky Effective Instructional Leadership Training Program provided in KRS 156.101.

Section 8. Incorporation by Reference. (1) The following material is incorporated by reference:

(a) "Dispositions, Dimensions, and Functions for School Leaders" adapted from the "Kentucky Cohesive Leadership System Continuum for Principal Preparation and Development" by the Education Professional Standards Board, May 2008;

(b) "Educational Leadership Policy Standards: ISLLC 2008", as adopted by the National Policy Board for Educational Administration, December 12, 2007; and

(c) "Technology Standards for School Administrators", 2001, Collaborative for Technology Standards for School Administrators.

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(2) This material may be inspected, copied, or obtained, subject to applicable copyright law, at the Education Professional Standards Board, 100 Airport Drive, Third Floor, Frankfort, Kentucky 40601, Monday through Friday, 8 a.m. to 4:30 p.m. (23 Ky.R. 2365; Am. 2735; eff. 1-9-97; 24 Ky.R. 177; 575; eff. 9-4-97; 25 Ky.R. 619; 1046; eff. 11-5-98; 27 Ky.R. 862; 1476; eff. 12-21-2000; 28 Ky.R. 2079; 2348; eff. 5-16-02; Recodified from 704 KAR 20:710; 30 Ky.R. 1327; 1760; eff. 1-23-04; 35 Ky.R. 77; 758; eff. 10-13-08; 37 Ky.R. 1500; 1963; eff. 3-4-2011.)

Principal Preparation Programs at Spalding University (“University”)

Prerequisites for admission

The prerequisites for admission to the program of preparation for the provisional or professional certificate for instructional leadership - school principal (“Program”) shall include (Per 16 KAR 3:050):

- (a) A master’s degree;
- (b) Three (3) years of documented teaching experience in a public school or a nonpublic school which meets the state performance standards as established in KRS 156.160 or which has been accredited by a regional or national accrediting association;
- (c) A written statement documenting the candidate’s skills and understanding in the following areas:
 - 1. Ability to improve student achievement;
 - 2. Leadership; and
 - 3. Advanced knowledge of curriculum, instruction, and assessment

Process

A candidate will apply to the Program through the University’s graduate program office.

The applicants who meet the University’s prerequisite qualifications will then be screened and selected by the JCPS Human Resources Department of Administrator Recruitment and Development and University personnel to ensure the identification and admission of high quality candidates into the University graduate program and the University/JCPS Principal Preparation Cohort.