

**Center for Collaborative Education
and
Jefferson County Public Schools**

Amendment to Memorandum of Agreement

This Amendment to Memorandum of Agreement ("Amendment") is made and entered into as of September 13, 2018 by and between the Center for Collaborative Education ("CCE"), a Massachusetts corporation with principal offices at 33 Harrison Avenue, 6th floor, Boston, Massachusetts, and the Board of Education of Jefferson County, Kentucky, doing business as the Jefferson County Public Schools ("JCPS"), a school district existing under the laws of Kentucky with principal offices at Van Hoose Education Center, 3332 Newburg Road, Louisville, Kentucky 40218.

Whereas, CCE and JCPS are parties to a Memorandum of Agreement entered into as of March 15, 2018 (the "Agreement"); and

Whereas, CCE and JCPS desire to change the terms of the Agreement as described below in order to clarify, more accurately reflect some mid-course corrections, and update how best to move forward mutually to successfully implement the Micro-Credentials pilot that was the subject of the Agreement.

Now, therefore, in consideration of the premises and the mutual covenants of the parties, the parties agree to the following changes in the Agreement:

1. Change Section I, bullet 4 from

- Provide a 1-day orientation with ongoing support (both in-person and virtual) and feedback for up to 30 JCPS selected participants

to

- Provide a 2-day orientation with ongoing support (both in-person and virtual) and feedback for up to 120 total JCPS selected participants (in 3 cohorts of 40 – one in September, one in October, and one in November)

2. Change Section II, bullet 4 from

- Guide the recruitment for up to 30 teachers from throughout the district to complete a minimum of one stack of PALM micro-credentials

to

- Guide the recruitment for up to 120 teachers from throughout the district to complete a minimum of one stack of PALM micro-credentials

(to reflect the total number of assumed participants in the pilot, not just the initial first cohort of 30 referenced in the MOA)

3. Change Section II, bullet 6 from

- Provide substitute coverage for a 1-day orientation for 30 JCPS selected participants (\$6,000)

to

- Provide substitute coverage for a 2-day orientation for 120 JCPS selected participants total – (to be completed in 3 separate cohorts of 40 – one in September, one in October, and one in November) (\$36,000)

4. Except as expressly changed by this Amendment, all other terms and conditions of the Agreement shall remain unchanged.

Center for Collaborative Education

**Board of Education of
Jefferson County, Kentucky**



Dan French
Executive Director

Dr. Martin A. Pollio
Superintendent

61765040.1

F.M. 2-9-18

MEMORANDUM OF AGREEMENT

**Between the
Center for Collaborative Education and
the
Jefferson County Public Schools**

THIS AGREEMENT, entered into as of this March 15, 2018, by and between the Center for Collaborative Education ("CCE"), a Massachusetts corporation with principal offices at 33 Harrison Avenue, 6th floor, Boston, Massachusetts and the Jefferson County Board of Education, doing business as the Jefferson County Public Schools, a school district existing under the laws of Kentucky with principal offices at Van Hoose Education Center, 3332 Newburg Rd., Louisville, KY 40218.

SCOPE OF RESEARCH BEHIND PROJECT

In today's complex world, we need to create rich, standards-based performance assessments that engage students in meaningful, complex learning in which they apply new knowledge and skills to real-world situations. Sound performance assessments promote learning and student agency as well as provide actionable information about student, school, and district progress. Performance assessment systems which enable student choice and agency in demonstrating competency over target standards have the potential to enable a wider array of student--- across race, income, language and disability ---to succeed.

Teachers are the cornerstone of this performance assessment movement, the ones who generate, validate, administer, and score the performance assessments that are used in the classroom (Tung & Stazesky 2010). To be successful in this role, teachers need substantial support and training. Research suggests that the most effective professional development (PD) is contextualized to the specific needs of teachers, where they have opportunities to take ownership of their professional learning (Berry 2016 et al).

While micro-credentialing can successfully build the capacity of individual teachers to design, validate, administer, and score high quality performance assessments, the impact on student engagement and learning outcomes will be limited unless the culture and practice of performance assessment is embedded within school district, and state systems in order to promote new forms of professional learning that are viewed as accessible, feasible and manageable by most teachers. This project provides JCPS with an opportunity to pilot a performance assessment system through the use of micro-credentials.

WITNESSETH THAT

WHEREAS, The Center for Collaborative Education has conducted a pilot field test of Performance Assessment for Learning Micro-credentials (PALM) in Rhode Island during the 2016-2017 school year, funded by Next Generation Learning Challenge (NGLC) and the Center for Innovation in Education (CIE) through their Assessment for Learning Program (ALP);

WHEREAS, NGLC and CIE have funded a Phase Two of the PALM project to pilot the scaling up of performance assessment micro-credentials, including systematizing them into existing professional learning systems;

WHEREAS, CCE will be conducting Phase Two pilots at four districts: Henry County, GA, West Warwick and Westerly, RI, and Jefferson County, KY;

WHEREAS, Performance Assessment for Learning Micro-credentials are a form of performance



assessment that builds capacity *in* performance assessment wherein the teacher determines what they will learn, when, and how;

NOW, THEREFORE, CCE and Jefferson County Public Schools (JCPS) will partner to enact PALM Phase 2, as follows:

I. Services and Resources from the Center for Collaborative Education. During the term of this Agreement, CCE agrees to provide the following staffing, services, and Resources to Jefferson County Public Schools:

- Provide four stacks of three performance assessment micro-credentials each, three stacks of which have already been field-tested and refined, and one stack (equity) which will be field-tested in Phase 2 districts
- Work with JCPS to determine how performance assessment micro-credentials might fit in the district's professional development system
- Recruit 30 teachers from throughout the district to complete a minimum of one stack of PALM micro-credentials
- Provide a 1-day orientation with ongoing support (both in-person and virtual) and feedback for up to 30 JCPS selected participants
- Provide a 1-day orientation with ongoing support (both in-person and virtual) and feedback for up to 6 JCPS selected coaches/facilitators
- Provide a 1-day symposium for up to 30 JCPS selected participants to during the school calendar year in either March or April of 2019
- Oversee the review and scoring of submitted teacher portfolios of evidence in attaining competency in all performance assessment micro-credentials, as well as providing feedback to submitting teachers and awarding of earned micro-credentials
- Collaborate with JCPS via the *Advancing Adult Learning Work Group* comprised of members of Professional & Deeper Learning, Human Resources: PD, Data Management & Research, Academic Services, teacher-leadership and JCTA) to oversee the initiative and make mid-course corrections when needed, with CCE providing team facilitation as needed
- Co-share the expenses of JCPS portfolio reviewers (**CCE contributing \$18,000 at a rate of \$30 per micro-credential**)
- Provide stipends for coaches/facilitators of the JCPS PALM virtual sessions
**All work is to be conducted outside of the school work day and during the academic school year. Eligible coaches/facilitators will be paid at the district PD rate. CCE will be provided with 1099 forms to use with each district employee.*
- Document the experience

II. Responsibilities of the Jefferson County Public Schools. During the term of this Agreement, the Jefferson County Public Schools agrees to meet the following responsibilities:

- Participate and manage the pilot via the *Advancing Adult Learning Work Group* comprised of members of Professional & Deeper Learning, Human Resources: PD, Data Management & Research, Academic Services, teacher-leadership and JCTA) to oversee the initiative and make mid-course corrections when needed and CCE providing team facilitation as needed
- Work to determine how performance assessment micro-credentials might fit in the district's professional development system
- Participate in PALM activities, including assisting CCE to identify district space that can be used for professional development activities related to this initiative
- Guide the recruitment for up to 30 teachers from throughout the district to complete a minimum of one stack of PALM micro-credentials



- Co-share the expenses of PALM portfolio reviewers (**with JCPS portion estimated to be \$15,000**)
**All work is to be conducted outside of the school work day and during the academic school year. Eligible portfolio scorers will be paid at the district PD rate.*
- Provide substitute coverage for a 1-day orientation for 30 JCPS selected participants (**\$6,000**)
- Provide substitute coverage for a 1-day orientation for up to 6 JCPS selected coaches/facilitators (**\$3,000**)
- Provide substitute coverage for up to 30 JCPS selected participants to attend a 1-day micro-credential symposium to be held during the school calendar year in either March or April of 2019 (**\$8,000**)
- Participate in all efforts to document this work (e.g., interviews, focus groups, etc.).

III. Evaluation of the Memorandum of Agreement. JCPS and CCE agree to use their best efforts to meet their respective responsibilities set forth under the terms of this Memorandum of Agreement. If, despite their best efforts, any party is unable to perform the responsibilities defined in this MOA, the parties agree to work together to come to a resolution that is mutually agreeable. If, at any time, it is determined by either party that the other party is not fulfilling the responsibilities defined in this MOA despite efforts to work together to come to resolution, the party may end the agreement and terms within thirty days written notice as provided in Section IV.

IV. Term of the Memorandum of Agreement. The term of this Memorandum of Agreement is effective upon **March 15, 2018** and ends **March 29, 2019**, unless modified by written agreement signed by the parties or terminated by a party upon thirty days written notice, effective upon receipt by both parties.

V. Compliance with Law. Both CCE and JCPS will comply with all local, state, and federal laws in effect, and all regulations and policies established by governmental agencies and accrediting bodies that may in any manner affect the work specified under this Agreement.

VI. Notices. All notices or other communications hereunder shall be in writing and shall be given by delivery in person, or by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

If to CCE: Dan French, Executive Director
 Center for Collaborative Education
 33 Harrison Avenue, 6th Floor
 Boston, MA 02111

If to JCPS: Dr. Tara L. Isaacs, Coordinator for Professional & Deeper Learning
 3332 Newburg Road, Van Hoose Education Center
 Louisville, KY 40218

The parties shall rely on the addresses set forth above unless notified in writing of a change.

VII. Agreement of the Parties. This Agreement constitutes the entire understanding and agreement between JCPS and CCE with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties. This Memorandum of Agreement may be amended only in writing signed by all parties.



VIII. Relationship of Parties. No party shall have the power to bind or obligate the other in any manner except as expressly provided in the Agreement.

IX. Severability of Provisions. If any provision of this Memorandum of Agreement is declared or found to be illegal, unenforceable, or void, then all parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall remain in effect.

X. Governing Law. This Agreement shall be governed 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.

XI. Intellectual Property. CCE affirms that all CCE materials used in the Phase Two pilot at JCPS, including any materials developed by CCE specifically for the Phase Two pilot at JCPS, will be subject to a Creative Commons copyright license; that the terms of such license will permit JCPS to use such materials within JCPS in perpetuity at no cost; and that the terms of such license will permit JCPS to adapt such materials, contingent upon attribution to CCE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written:

Jefferson County Board of Education

Center for Collaborative Education

M. Pollio

Acting Superintendent - Dr. Martin Pollio

Dan French

Executive Director - Dan French

3/14/18

Date

1/19/18

Date