

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into 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 University's College of Education and Human Development (hereafter the "CEHD"), and JCPS, via J.B. Atkinson Academy for Excellence in Teaching and Learning ("Atkinson"), can lead to an improved educational environment and increased achievement for students and teachers at Atkinson; and Atkinson is eligible for resource assistance via the U of L Signature Partnership Initiative;

THEREFORE, JCPS and the CEHD agree as follows:

1. **Duties of JCPS:** Shall assign Sarah Elliott, current JCPS teacher, to serve as the Teacher-in-Residence at Atkinson. In this role, she will provide programmatic support and additional resources to improve the instructional program of the school, especially in the area of literacy. The specific duties of the Teacher-in-Residence are further detailed in a list of specific roles and responsibilities as agreed upon by the Principal of Atkinson, the Liaison for District and School Partnerships at the CEHD, and the CEHD's Director of the Nystrand Center for Educational Excellence. The list of roles and responsibilities is attached hereto as Exhibit A and is incorporated herein by this reference. Ms. Elliott will use one hundred percent (100%) of her professional time as the Teacher-in-Residence. JCPS also agrees to assign Ms. Alexandria Fluhr, current JCPS teacher, to teach at Atkinson so that Ms. Elliott can serve as the Atkinson Teacher-in-Residence. The duties of Ms. Fluhr shall be consistent with that of JCPS teachers and will be determined by the Principal of Atkinson.
2. **Duties of the CEHD:** In consideration for the terms herein, the CEHD shall provide funding to JCPS on a pro rata basis in the amount of \$48,681.00 the sum total of which includes the annual gross salary (\$44,681.78) and fringe benefits (\$2,348.46) of Ms. Fluhr, and indirect costs of 3.51% charged by JCPS (\$1,650.76). JCPS will be paid upon receipt by the CEHD of equal quarterly invoices from JCPS on or after October 31, 2019; January 31, 2020; April 30, 2020; and July 31, 2020.
3. **Term:** This Agreement shall be effective commencing on the date of execution and end on July 31, 2020, or on the JCPS contract ending day for year 2019-20.
4. **Termination:** The parties may terminate this Agreement with thirty (30) days written notice to the other party. The CEHD has the option of terminating this Agreement immediately if Ms. Elliott is not employed at Atkinson.

5. **Amendment**: This Agreement may be modified or amended by a written agreement between JCPS and the CEHD.
6. **Independent Parties**: JCPS and the CEHD 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.
7. **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.
8. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and the CEHD concerning Atkinson and supersedes any and all prior oral or written agreements.
9. **Severability**: If a 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.
10. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
11. **Applicable Law**: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

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

Jefferson County Board of Education
Jefferson County Public Schools

University of Louisville

By: _____
Dr. Marty Pollio, Superintendent

By: Beth A. Boehm
Dr. Beth Boehm, Acting Executive
Vice President and Provost

Date: _____

Date: 6/26/2019

Approved By:

Reviewed as to Content and Form By:

[Signature] 6-20-19
Dr. Stephanie Nutter, Principal Date
J.B. Atkinson Academy for
Excellence in Teaching and Learning

[Signature] 6/21/19
Peter Stavros, J.D. Date
Associate University Counsel
University of Louisville

Recommended By:

[Signature] 6-21-19
Dr. Amy Lingo, Interim Dean Date
College of Education and Human Development

[Signature] 6-20-19
Dr. John Finch, Director Date
Nystrand Center for Educational Excellence
College of Education and Human Development

EXHIBIT A TO JCPS-CEHD TIR MOA 2019-2020

Teacher in Residence (TIR) Position Description

The TIR serves as the on-site school partnership initiative coordinator, managing and leading improvement across the Signature Partnership Initiative (SPI) schools, and advancing the clinical model of teacher preparation for the College of Education and Human Development (CEHD) at the University of Louisville. These professionals, with support from the CEHD's Nystrand Center for Excellence in Education (NCEE) and other CEHD faculty: support student teachers; model effective practices and teaching strategies; collaborate on research projects; create and conduct professional development opportunities; coach teacher candidates in knowledge, skills and dispositions; and co-present at conferences. Below is a more detailed description of the roles and responsibilities.

The Teacher in Residence (TIR) shall use one hundred percent (100%) of her professional time to serve in the role of TIR. The TIR shall not be used as a substitute teacher unless preauthorized by the Director of the Nystrand Center for Excellence in Education (NCEE). The TIR is released from full-time classroom duty in order to complete the responsibilities listed below.

Purpose	Role/Responsibility
Supports student teachers and methods students in the clinical model of teacher preparation.	Assists with supervision of teacher candidates by: 1. Working with CEHD Professor in Residence (PIR) and school principal to identify classrooms for Methods students and Student teachers; 2. Supervising Methods students enrolled in field experiences and Student teachers; 3. Assisting with the coordination and communication regarding student field placements and field experiences; 4. Meeting with preservice teachers (Methods & Student Teachers) to discuss and implement effective teaching and learning strategies and to provide feedback regarding classroom observations; 5. Assisting CEHD PIR with coordinating work with CEHD students and classroom teachers; 6. Communicating with CEHD PIR regarding student progress, concerns, or questions; and 7. Coaching teacher candidates in knowledge, skills and dispositions.

Supports preservice teachers in building their understanding of effective and innovative classroom practices.	Models effective teaching strategies in collaboration with CEHD faculty teaching methods courses located at the assigned school by: 1. Collaborating with PIR, or other CEHD faculty, to teach CEHD students; 2. Conducting demonstration lessons for CEHD students; 3. May teach courses for CEHD*; 4. Assisting CEHD faculty during class times by facilitating small group discussion, modeling, etc.; and 5. Introducing preservice teachers to the school and helping them acclimate to the school culture and professional expectations.
Leads and supports examination of improvement of the clinical model of teacher preparation.	Collaborates with CEHD faculty on research projects by: 1. Assisting CEHD faculty in designing research methods and generating questions; 2. Collecting and analyzing data; and 3. May participate in the dissemination of findings from the research through publications and/or professional presentations.
Helps to ensure that high quality teachers are teaching every student via professional development opportunities.	Creates and conducts professional development opportunities by: 1. Collaborating with the principal, appropriate school district personnel, CEHD faculty, and school faculty to identify professional development needs in order to identify key experiences, high quality providers, and follow up; 2. May assist with, or lead the professional development where appropriate; and 3. Collecting pre and post data from professional development participants (i.e. surveys, questionnaires, response forms).
Helps to ensure that high quality teachers are teaching every student.	Initial and on-going, professional support to new teachers in the school. New teachers shall be defined as new to teaching (first year), new to the Signature Partnership School, or to Jefferson County Public Schools, regardless of years of experience.
Collaborates, examines school data, and discuss clinical model implementation and improvement.	Attends required meetings and meets regularly with the PIR and school principal. Attends meetings with other TIR's, PIR, the CEHD's Director of the Office of Educator Development and Clinical Practice (OEDCP), the CEHD's Director of the NCEE, and other required CEHD meetings.

Summer programs like Summer Boost are designed to help P-12 students maintain and improve their literacy skills while away from school during the summer. <i>(If applicable to individual school.)</i>	Assists with the facilitation and/or coordination of effective summer programs (Summer Boost/Flight/Orientation, etc.).
Continually assess and addresses areas of improvement concerning the clinical model of teacher preparation.	Supports national and state accreditation efforts of the University and CEHD as appropriate related to clinical teacher preparation and advanced programs. Serves as a representative of the CEHD, University, and JCPS, and is evaluated by the Principal with input from PIR and the Director of the NCEE concerning their performance in these roles. Submits an annual report to the Director of the NCEE by May 31st regarding their accomplishments and success as a TIR and how their contributions align with these roles and responsibilities. Performs other duties as assigned by CEHD's Director of the NCEE in consultation with the PIR and school principal.

* Teaching courses for the CEHD is based on departmental need and department chair approval.

Other preferred qualities;

- 1) holds or will pursue National Board Certification, or
- 2) will pursue additional educational and professional opportunities (e.g., Ph.D. in Education or Ed.D.).
- 3) Has participated, or will participate, in the Kentucky Reading Project and Louisville Writing Project.