

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 BOARD OF EDUCATION (hereinafter “JCPS”), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and SPALDING UNIVERSITY INCORPORATED, a private university (hereinafter “Spalding”) (collectively, “the Parties”), with its principal place of business at 845 South Third Street, Louisville, KY 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 current JCPS educators by serving as a venue for such learning experience.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements hereafter 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 hereby agree as follows:

I. Scope of Work

Spalding University will provide current JCPS teachers and leaders (hereinafter “Candidates”) a five (5) course sequence in Competency-Based Learning (“CBL”) (hereinafter “the Program”) leading to a certificate of completion (non-endorsement) in CBL. CBL is a mastery-based approach to learning that recognizes the importance of student choice, pace, differentiation, and learner needs as critical components to the teaching-learning process. The CBL Competency Framework is outlined in Appendix A. Participants completing the Program will receive 15 credit hours towards a Master of Education in Teacher Leader that can be applied for rank and certification changes.

In accordance with the CBL Competency Framework, student pathways to proficiency are organized by progressions connected to explicit learning standards, and teachers facilitate various ways in which to demonstrate mastery of these standards. Candidates completing the Program will demonstrate competencies through the development of lessons, units of study, and assessments that reflect CBL design concepts.

Spalding University faculty, in partnership with 2Revolutions, will deliver Program experiences, projects, and assessments to Candidates. 2Revolutions is a national education design lab striving to transform the American education system by working with entrepreneurial leaders and

practitioners within K-12 and higher education to design, build, and implement new learning models.

Members of the JCPS Teaching and Learning Team will collaborate with Spalding/2Revolutions to review specific instructional topics and provide feedback regarding Program implementation. A Program Plan is outlined in Appendix B.

JCPS will:

- Advertise the Program and establish an application process for Candidates;
- Recruit school-based teams, consisting of teachers and leaders, to participate;
- Collaborate with Spalding faculty to develop the Program screening/selection process;
- Provide space for Program meetings and coursework;
- Provide Spalding faculty with feedback regarding course activities and field experiences for the Program.

Spalding will:

- Adhere to all Kentucky Administrative Regulations (“KAR”) and Kentucky Revised Statutes (“KRS”) for the professional certification of Candidates who complete the Program;
- Adhere to prerequisites for admission to the Program as outlined in Appendix C;
- Design coursework for the Program to provide teachers and leaders with the opportunity practice authentic K-12 learning activities- including observing, participating, teaching, and leading;
- Ensure course activities and experiences in the Program expose candidates to diverse student populations and school environments;
- Provide Program faculty to mentor and coach the Candidates;
- Develop and implement a continuous assessment system that informs decisions related to Program components; and,
- Submit invoices to JCPS for Candidate tuition.

II. Payment:

The tuition for each Candidate participating in the Program will be \$6,000. Spalding will provide JCPS with an invoice for tuition according to the following schedule:

Fall Term Start

Session 1: September 15 (\$2,400)

Session 2: November 1 (\$2,400)

Session 3: January 15 (\$1,200)

Spring Term Start

Session 4: March 1 (\$2,400)

Session 5: April 15 (\$2,400)

Session 6: June 1 (\$1,200)

III. Requisite Number of Candidates:

The Parties understand that the Program will be offered only if a minimum of ten (10) JCPS Candidates agree to enroll in the Program. Should the number of Candidates drop below ten in any given year, the Program will not be offered for that year.

IV. Term:

This Agreement shall be effective for the period commencing on July 1, 2021 and ending on June 30, 2023. This Agreement may be renewed for one (1) or more fiscal years (July 1 through June 30) by mutual written agreement of JCPS and Spalding.

V. 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 either party upon ten (10) business days' written notice to the other for its failure to cure a material breach of this Agreement.

VI. 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.

VII. Compliance with Law:

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

VIII. Equal Opportunity:

During the performance of this Agreement, the Parties 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.

IX. 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"). 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.

X. Independent Parties:

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and each party agrees that its relationship to the other party is that of an independent contractor and that this Agreement shall not be deemed or construed so as to create a joint venture, partnership, agency or employer-employee relationship between the Parties. A party shall have no right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way.

XI. Intellectual Property:

The product of all work performed under this Agreement (“Work Product”), including without limitation the creation and development of the Program, as well as notes, reports, documentation, creations, works, works-in-progress and deliverables will be the sole property of Spalding, and JCPS hereby assigns to Spalding all right, title and interest therein. JCPS retains no right to use the Work Product and agrees not to challenge the validity of Spalding’s ownership in the Work Product.

XII. Assignment:

This Agreement shall not be assigned or subcontracted, whether individually or by the operation of law, by either party hereto.

XIII. Captions:

Section titles or captions contained in this 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.

XIV. 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.

XV. 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 this Agreement.

XVI. 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.

XVII. 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.

XVIII. 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 negligent acts or omissions 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 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 July 28, 2021.

JEFFERSON COUNTY BOARD OF EDUCATION:

Martin A. Pollio, Ed.D.
Superintendent

Date

SPALDING UNIVERSITY:



John Burden, Ph.D.
Provost

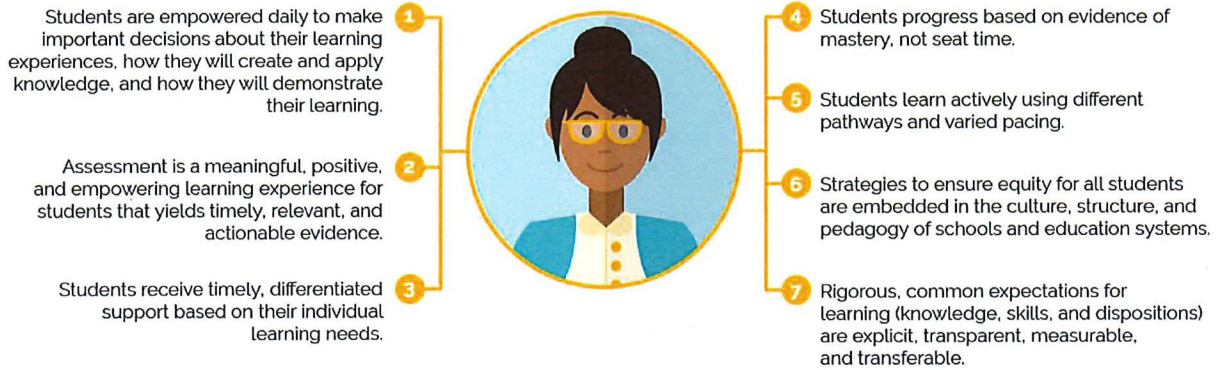
7/19/2021

Date

Appendix A: Portrait of a Graduate & Competency Framework

Portrait of a Graduate

Graduates will demonstrate proficiency in teaching and leading in all aspects of Competency-based Education, as the field currently defines it:



The competencies that graduates master are written so that all educators can achieve those 7 core components within the context of their specific role. They are organized into 3 sets: Teaching and Learning, Leadership, and Skills and Dispositions.

(Aurora Institute (iNACOL) 2019)

Competency Framework



Appendix B: Program Plan and Key Dates

Course Title	Session	CBL Content
ETL 625 (Instructional Design and Evaluation for Teacher Leaders)	Fall- 1 or Spring 1	<u>What and Why-</u> In the past decade, Competency-Based Education practices have spread throughout the country as communities have worked to transform education systems to ensure they prepare all students for college, career, and life. In this course, candidates will work with a team to develop your definition of CBE, build the case for why CBE can promote equity, and gather evidence from your context of alignment to key CBE design principles.
EDU 690 (Curriculum Development K-12)	Fall- 1 or Spring 1	<u>Competency Frameworks-</u> Candidates in this course have some conceptual understanding of Competency-Based Education and want to learn how competencies work in practice. Throughout the course, candidates will learn how to use and evaluate components of a competency framework, including competency statements, academic standards, 21st century skills and dispositions, and learning progressions.
ETL 650 (Assessing Learning for Student Achievement)	Fall- 2 or Spring- 2	<u>Performance Assessments-</u> Educators, like student learners, often learn best by doing. This course's guiding principle is that it takes completing the entire cycle of creating and refining a performance assessment to fully understand performance assessment and realize its full potential as a means to gather evidence of learner mastery. While this process looks a little different for classroom teachers and leaders, the course is designed to actively engage candidates in the key activities of the performance assessment cycle: assessment design, validation, rubric design, and calibration.
EDU 625 (Teaching Seminar)	Fall- 2 or Spring 2	<u>Personalized Learning in Practice-</u> Is Personalized Learning just a different label for Competency Based Instruction? Candidates will explore the breadth of Personalized Learning, and design a full student-centered ecosystem for their classrooms. This course provides candidates with an opportunity to build the systems and structures to support your student-centered pedagogies. Candidates will design systems for learner profiles, data collections, and student conferencing, and reimagine your classroom space to support flexible grouping. Together, these will create a sustainable infrastructure to complement Competency Based instructional and assessment designs. Candidates will put all of the pieces together for a holistic vision of Personalized Learning.
ETL 610 (Philosophy, Interpretation, and Application of Research)	Fall- 3 or Spring 3	<u>Body of Evidence-</u> Explore the strategies involved in collecting and assessing Bodies of Evidence from learners in order to measure progress or determine mastery of a given set of standards or competencies. We begin by examining the purpose, structure, and function of Bodies of Evidence and then explore strategies to collect data and gather learner input. By the end of the course, candidates will have collected and evaluated a Body of Evidence for at least one learner.

Key Dates

Fall Term Start

August 2, 2021-
August 4, 2021 Deeper Learning Symposium (Program Kickoff)

August 23, 2021-
October 1, 2021 Session 1 Begins (2 Courses)

October 11, 2021
November 19, 2021 Session 2 Begins (2 Courses)

November 29, 2021-
January 21, 2022 Session 3 Begins (1 Course)

Spring Term Start

TBD Information Session

January 31, 2022-
March 11, 2022 Session 4 Begins (2 Courses)

March 21, 2022-
April 29, 2022 Session 5 Begins (2 Courses)

May 9, 2022-
June 17, 2022 Session 6 Begins (1 Course)

2022-23 Academic Year

Fall Term Start

August, 2022- Deeper Learning Symposium (Program Kickoff)

August 22, 2022-
September 30, 2022 Session 1 Begins (2 Courses)

October 10, 2022
November 18, 2022 Session 2 Begins (2 Courses)

November 22, 2022-
January 20, 2023 Session 3 Begins (1 Course)

Spring Term Start

TBD

Information Session

January 30, 2023-
March 10, 2023

Session 4 Begins (2 Courses)

March 20, 2023-
April 28, 2023

Session 5 Begins (2 Courses)

May 8, 2023-
June 16, 2023

Session 6 Begins (1 Course)

Appendix C: University Requirements

Program Admission Requirements

- a) Current Kentucky Teaching Certificate
- b) Bachelor's Degree from regionally-accredited institution with 2.75 GPA
- c) Application to Spalding University (Application, Transcripts, Resume, Letters of Recommendation, Essay)
- d) Interview/Screening by JCPS/SU Staff

Student Status

Candidates admitted to Spalding University's College of Education and participating in the JCPS CBL Program are expected to abide by policies and procedures outlined in the Spalding University Catalog, as well as the Spalding Student Handbook.