

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Teach Kentucky, Inc.

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Teach Kentucky, Inc. (hereinafter "Teach Kentucky"), a Kentucky nonprofit corporation with its principal place of business located at 907 Barret Avenue, Louisville, Kentucky 40204

WHEREAS Teach Kentucky's mission is to recruit teachers to Kentucky, and JCPS and Teach Kentucky wish to enter into a partnership to recruit new teachers for employment in JCPS.

THEREFORE, in consideration of the terms, conditions, promises, and mutual agreements set forth herein, JCPS and Teach Kentucky agree as follows:

1. Duties of JCPS:

- a. JCPS will engage and participate in recruiting events/weekends through scheduling, attendance, and joint interviewing of candidates. JCPS representatives will share their advice on the suitability of each candidate for employment with JCPS.
- b. Once a candidate has been judged suitable to proceed in the overall application process JCPS and TKY staff will work cooperatively to "yield" that candidate as an employee of JCPS and a participant in Teach Kentucky. JCPS will issue a letter of interest to the candidate which will accompany Teach Kentucky's Invitation to Proceed. It is understood that to be eligible a candidate must gain admission to an Option 6 MAT and/or be otherwise eligible for teacher certification in Kentucky.
- c. JCPS will issue a conditional offer of employment to all eligible candidates for whom JCPS has an opening on or before May 5. To be eligible for the conditional offer of employment the candidates must: be judged to be a suitable candidate to be employed by JCPS, have completed an application to a certification/MAT program (or be otherwise eligible for certification in Kentucky). A conditional offer of employment is a non-binding offer of employment at JCPS subject to several key contingencies including, but not limited to, admission to a certification program and successful completion of all applicable background checks.

- d. JCPS agrees to extend all usual and typical new teacher recruitment incentives and support programs based on a particular candidate's eligibility (relocation incentives, pre-service orientation, tuition reimbursement, in-school mentors, etc.).
- e. JCPS and Teach Kentucky will collaborate cooperatively with participants throughout the contracting and onboarding process.
- f. JCPS will pay Teach Kentucky a total of \$6,000 per cohort member subject to the following determination of the cohort headcount. In the first year, JCPS will pay \$3,000 per cohort member remaining employed as of January 10th of that cohort's initial (fall) employment school year. In the second year, JCPS will pay \$2,000 per cohort member remaining employed as of January 10th of that cohort's second (fall) employment school year. In the third year, JCPS will pay \$1,000 per cohort member remaining employed as of January 10th of that cohort's third (fall) employment year. Teach Kentucky will not receive compensation for candidates working in other districts or who fail to remain employed from the beginning of school until January 10.
- g. For all recruitment events jointly attended by JCPS and Teach KY and requiring travel, JCPS shall be responsible for payment of all travel and lodging expenses of both JCPS and one Teach Kentucky staff in attendance. Procurement of travel and lodging shall comply with JCPS policies and procedures.

2. Duties of Teach Kentucky:

- a. Teach Kentucky will endeavor to recruit, yield, and support an annual cohort of qualified candidates to be employed by JCPS and enrolled in an alternative route MAT (Option 6) or otherwise eligible for certification in Kentucky. JCPS and Teach Kentucky will mutually set targets at the time of contract renewal for the coming year based on evidence from the previous year and projections of future hiring needs.
- b. Teach Kentucky will use its best efforts to recruit candidates that fulfill JCPS's equity goals for its staffing by meeting a Teacher of Color benchmark of 30% per cohort (based on the initial cohort headcount). Failure to meet Teacher of Color benchmark will result in a percent reduction in the annual cohort payments based on the percentage below the 30% benchmark.
- c. Teach Kentucky agrees to continue its typical recruitment efforts using digital tools and other means to identify and recruit well-qualified candidates.
- d. Teach Kentucky will exclusively direct candidates toward employment with JCPS and will not direct candidates toward employment with any other school district or private school unless JCPS does not issue a Letter of Interest to a candidate immediately following the candidate's recruiting weekend. If a candidate receives a Letter of Interest from JCPS and later opts out of pursuing employment with JCPS prior to being hired, Teach Kentucky may independently pursue the

candidate for other districts. However, in the event the candidate becomes a part of Teach Kentucky and is employed in another district, then Teach Kentucky shall reimburse JCPS for any expenses (travel, lodging) associated with the District visit. It is understood by all parties that the candidates in discussion in this agreement are independent, autonomous adults and Teach Kentucky does not control nor manage their actions nor employment decisions.

- e. Both parties acknowledge that Teach Kentucky is an entrepreneurial organization and may continue to develop additional program initiatives outside this agreement. JCPS shall not constrain Teach Kentucky in pursuit of said initiatives in the hope they be in the mutual interest of JCPS and benefit to the students of JCPS.
- f. Once a candidate has been judged suitable to proceed by issuing Teach Kentucky's Invitation to Proceed and JCPS's Letter of Interest in the overall application process JCPS and TKY staff will work cooperatively to "yield" that candidate as an employee of JCPS and a participant in Teach Kentucky. It is understood that to be eligible a candidate must gain admission to an Option 6 MAT and/or be otherwise eligible for teacher certification in Kentucky.
- g. JCPS and Teach Kentucky will collaborate cooperatively with participants throughout the contracting and onboarding process.
- h. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos, or social media without prior approval from JCPS. Teach Kentucky may, however, ask for prior approval of templates to use in promoting this partnership.
- i. For any projects involving program evaluation, monitoring activities, or data collection or research of any kind, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB. Teach Kentucky can, however, undertake evaluations, surveys and other research on its participants and their performance (i.e., AmeriCorps grant data collection).
- j. Teach Kentucky employees and contract mentors will have access to JCPS school grounds during the school day to observe Teach Kentucky teachers. Teacher Kentucky staff and contract mentors will not attempt to interface with any JCPS students as part of this Agreement. The performance of this Agreement will not involve the transfer by JCPS to Teach Kentucky of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA").

- k. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- l. While on JCPS property, Teach Kentucky staff and contract mentors will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation. Additionally, Teach Kentucky staff and contract mentors will comply with JCPS policies regarding background checks.

3. Mutual Duties:

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
 - b. On January 10th of each new cohort's first year the parties will jointly determine a headcount based on the number of participants employed by JCPS. In the event, a candidate begins at mid-year they will be assigned to the following cohort year for purposes of this headcount. The same process will be repeated for the second year based on the current headcount of those remaining in JCPS employment.
 - c. The suitability of a candidate is a joint determination with JCPS and TKY (further based on an assumption of eligibility for admission to a mutually agreed upon certification program). Suitability is determined over the entire application process but will be communicated in writing between JCPS and TKY at the conclusion of the recruiting weekend/events/interviews.
 - d. Both parties annually determine high-needs content areas.
4. **Term:** This Agreement shall be effective commencing July 1, 2022, and shall terminate on June 30, 2023. The Agreement may be renewed annually by written confirmation of intent to renew signed by both parties no later than April 1 of the current year.
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. Termination of this agreement will not, however, reduce payments due for cohorts already employed by JCPS.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and Teach Kentucky.
7. **Independent Parties:** JCPS and Teach Kentucky are 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. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students, and invitees.

8. **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.
9. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and Teach Kentucky and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **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.
11. **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 the same instrument.
12. **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 on the dates below effective as of July 1, 2022.

Jefferson County Public Schools:

Teach Kentucky, Inc.:

Dr. Marty Pollio, Superintendent



Carl Williams, Chairman

Date: _____

Date: July 25, 2022 _____

