

Option 9 Memorandum of Agreement

This Option 9 Memorandum of Agreement (hereinafter the "Agreement") is entered into between Jefferson County Board of Education (hereinafter the "District") and the University of Louisville (the "University"), on behalf of its College of Education and Human Development (hereinafter the "CEHD"). The CEHD and the District wish to collaborate in the development and implementation of an Option 9 certification program in accordance with KRS 161.048 and 16 KAR 9:110 (hereinafter the "Program"). Students participating in the Program will gain valuable practical experience related to their degree area under the supervision of qualified professionals in the District. The District offers a practical teaching and learning environment where Program students will be supervised by qualified professionals in their area of study. The District wishes to make its expertise, facilities, and resources available to CEHD students so they receive the experiences necessary to fulfill the goals of the Program.

In consideration of the promises herein, the parties agree as follows:

I. THE PROGRAM

- A. All candidates for the Program must meet the admission requirements set forth in 16 KAR 5:020.
- B. Program students will be selected by the mutual agreement of the CEHD and the District. Program students may fit into one of the three categories below, subject to mutual agreement of CEHD and the District:
 - i. District high school graduates with at least some hours of college coursework completed, including courses in the Teaching and Learning Pathway;
 - ii. Individuals currently employed as instructional assistants in the District; or
 - iii. Students entering college with no coursework or teaching experience
- C. CEHD will tailor the Program curriculum and course requirements to allow each category of Program student to obtain a bachelor's degree and initial certification within three years.
- D. To qualify and remain eligible for the Program, the students must: (i) meet all current admission requirements of the University and timely pay all required tuition and fees; (ii) make satisfactory progress in the Program, as determined in the CEHD's reasonable discretion; (iii) maintain employment with the District as a paraprofessional or instructional assistant; (iv) adhere to the Professional Code of Ethics for Kentucky School Certified Personnel established in 16 KAR 1:020; and (v) abide by all University rules, policies, and procedures.

- E. Upon satisfactory completion of the various certification programs offered as part of the Program, candidates will be recommended for certification at the state level.

II. DISTRICT'S RESPONSIBILITIES

- A. The District shall reasonably cooperate with the CEHD to prepare and submit an Option 9 application to the Education Professional Standards Board.
- B. The District shall employ the Program students in a residency or paraprofessional program within the school district for the duration of each student's respective participation in the Program subject to the provisions of paragraph M below. The District will ensure the availability of funding to continue the employment of each Program student for the duration of the student's participation in the Program. The exact terms of each Program student's employment, including compensation and benefits, shall be addressed in a separate agreement between the Program student and the District, subject to the District's obligations hereunder.
- C. The District agrees to provide valuable practical teaching and learning experiences to all CEHD students participating in the Program. The District shall utilize experienced teachers employed by the District to provide coaching and mentoring to the Program students. Mentors and Cooperating Teachers (defined below) must fulfill the specific job responsibilities as defined by the District and CEHD. The fulfillment of the responsibilities will be monitored jointly by the District and CEHD, and these responsibilities will be reviewed on a yearly basis.
- D. The District in consultation with the CEHD shall ensure that the Program students receive training on the Professional Code of Ethics for Kentucky School Certified Personnel established in 16 KAR 1:020.
- E. During the final year of the Program student's participation in the Program, the District shall provide opportunities for the Program student to assume major responsibility for the full range of teaching duties, including extended co-teaching experiences, in a real school situation under the guidance of qualified personnel from the District and CEHD. The following provisions shall apply to each Program student's placement during his/her/their final year in the Program:
 - (1) The District shall place the Program student in a setting that is consistent with his or her planned certification content and grade range. Specifically:

- (a) Program students pursuing a primary through grade 12 certificate shall have their student teaching balanced between an elementary school placement and middle school or high school placement.
 - (b) Program students pursuing an elementary certificate shall have their student teaching balanced between a placement in primary through grade 3 and a placement in grade 4 or grade 5.
 - (c) Program students seeking dual certification in either middle school or secondary content areas shall have equal placements in both content areas.
- (2) The placement shall provide the resident with the opportunity to engage with diverse populations of students within the District.
- (3) The District shall place the resident with a cooperating teacher or teachers ("**Cooperating Teacher(s)**") who have:
 - (a) A valid teaching certificate or license for each grade and subject taught;
 - (b) At least three (3) years of teaching experience as a certified educator; and
 - (c) Completed the cooperating teacher training in Section 1 of 16 KAR 5:040.
- (6) A teacher assigned to a teaching position on the basis of a provisional or emergency certificate issued by the EPSB shall not be eligible for serving as a Cooperating Teacher.
- (7) The District shall share and coordinate with the CEHD to file an electronic report with the EPSB which identifies the following:
 - (a) Each Program student completing the third year;
 - (b) The Program student's assigned school(s);
 - (c) The Cooperating Teacher assigned to each Program student;
 - (d) The Cooperating Teacher's area of certification;
 - (e) The Cooperating Teacher's years of experience as a certified or licensed educator.

The District shall maintain and share with the CEHD electronic records that confirm that all third-year Program students meet the requirements of this section E.

- F. In order to best provide these experiences, the District will appoint a Site Supervisor (hereinafter the "Site Supervisor"), who will collaborate and cooperate with the Option 9 Director of CEHD to ensure that all provisions of this Agreement are satisfied.
- G. The admission of current or prospective students in the Program will be jointly agreed upon by the Site Supervisor of the District and the Option 9 Director of CEHD (hereinafter the "Director"). The District reserves the right to conduct a background check of any potential Program student prior to participation in the Program. If the District chooses to conduct a background check, the Site Supervisor will inform the Director of the intent to do so and will provide the Director with the resulting report if requested by the Director.
- H. The Site Supervisor will require each student's mentor-teachers to provide verbal and written feedback to each student and the Director during the student's participation in the Program. Written feedback will be provided to the Director at least once each school semester. The written feedback will: (1) confirm that the objectives and activities previously agreed to concerning the student were completed; (2) evaluate the performance of the student; and (3) provide any comments concerning possible areas of improvement for the student.
- I. During the first two (2) years of the Program student's participation in the Program, the District shall ensure that the Program student shall complete a minimum of two hundred (200) clock hours of field experiences in a variety of primary through grade 12 school settings which allow the Program student to participate in the following:
 - (a) Engagement with diverse populations of District students which include:
 - 1. Students from a minimum of two (2) different ethnic or cultural groups of which the candidate would not be considered a member;
 - 2. Students from different socioeconomic groups;
 - 3. English language learners;
 - 4. Students with disabilities; and
 - 5. Students from across elementary, middle school, and secondary grade levels;

- (b) Observation in schools and related agencies, including:
 - 1. Family Resource Centers; or
 - 2. Youth Service Centers;
- (c) Student tutoring;
- (d) Interaction with families of students;
- (e) Attendance at school board and school-based council meetings;
- (f) Participation in a school-based professional learning community; and
- (g) Opportunities to assist teachers or other school professionals.

The District shall maintain and share with the CEHD electronic records that confirm all Program Students have fulfilled the field experiences required in this subsection (I) of this Agreement.

- J. Prior to participation in the Program, the District shall provide its regulations, rules of conduct, procedures, and policies in writing to all Program students. After the Program begins, the Site Supervisor will inform the Director of any new or revised regulation, rule of conduct, procedure, or policy that could affect the Program or Program students. If the Director believes that the new or revised regulation, rule of conduct, procedure, or policy affects the Program or Program students, the District agrees to inform all Program students and the Director in writing of the new or revised regulation, rule of conduct, procedure, and/or policy and to provide any training necessary to best ensure Program student compliance.
- K. Prior to participation in the Program, the Site Supervisor shall conduct an orientation session wherein the Site Supervisor will inform Program students of any portion of this Agreement that may affect their experiences including, but not limited to: (1) all regulations, rules of conduct, procedures, or policies applicable to the Program student; (2) all rules concerning the interaction of Program students with minors (age 18 or less); (3) the need for confidentiality concerning all District participant or staff information; (4) the provisions in this Agreement related to insurance/liability; and (5) the relevant provisions of the Health Insurance Portability and Accountability Act.
- L. The District agrees that during the Program, it is responsible for all Program students and any faculty or administrators of the CEHD while those individuals are on the premises of the District, and the District

will maintain administrative and professional supervision of those individuals. As part of that supervision, the District agrees that it not leave a Program student alone with a District student, and that a full time District employee will be present whenever a District student is interacting with a Program student.

- M. During the Program, if the District believes that a Program student has violated a regulation, rule of conduct, procedure, or policy of the District, the Site Supervisor agrees to immediately notify the Director in writing of the circumstances of the possible violation. The District's written statement shall: (1) identify the specific regulation, rule of conduct, procedure, or policy violated; (2) confirm when and how the Program student was informed of the regulation, rule of conduct, procedure, or policy prior to the violation; (3) describe the facts underlying the alleged violation; and (4) describe the possible penalties or remedies for the violation. The Director will then have ten (10) days to respond to the District in writing concerning the District's written statement. The District will then consider the Director's written response and make a final determination as to whether a violation occurred, the appropriate penalty or remedy, and whether the student may continue his/her/their employment with the District. The District will provide this final determination in writing to the Director. If the District initially determines that the Program student should not return to complete the Program, it will allow the Director five (5) days to provide to the District any other information that may affect the District's final determination. The District has the right to request a Program student immediately leave, or be removed from, the premises of the District if the Program student acts unlawfully or engages in behavior that endangers others. If the District terminates the Program student from classified employment, the CEHD may transfer the student to a traditional preparation program but the student shall no longer be enrolled in the Program.
- N. The number of students assigned to, and accepted by, the District at any given time shall be agreed upon by the Site Supervisor and the Director, and Site Supervisor agrees to cooperate fully in determining how many students should be engaged in the Program.

II. THE RESPONSIBILITIES OF THE CEHD

- A. CEHD shall reasonably cooperate with the District to prepare and submit an Option 9 application to the Education Professional Standards Board.
- B. CEHD shall ensure that the completion of coursework and field experience by each Program student will result in a bachelor's degree and a recommendation for initial certification.

- C. CEHD shall ensure that courses are sequenced and offered to allow for completion of the Program within three years.
- D. CEHD shall ensure that all educator program admissions regulations are followed and documented.
- E. CEHD shall accept documented work experience in place of student teaching experience.
- F. CEHD shall submit the annual electronic report to EPSB as required by 16 KAR 5:020.
- G. CEHD shall assign a University supervisor to work with the student during the last year of the student's participation in the Program. The supervisor shall conduct a minimum of four (4) observations of the Program student in the actual teaching situation, and such observations may be remote. The observation reports shall be filed as a part of the student teacher record and used as a validation of the supervisory function. The University supervisors shall be available to work with the Program student and personnel in the District regarding any problems that may arise relating to the student teaching situation. The University supervisors shall complete the university supervisor training in Section 4 of 16 KAR 5:040.
- H. The CEHD shall appoint the Director, who shall be an appropriately qualified member to the Program who shall coordinate student field experience placement and cooperate with the Site Supervisor in establishing the students' objectives and activities, determine the number of students at the District, and communicate with the District concerning any other aspect of the Agreement.
- I. If requested by the District, the Director will provide to the District a copy of the curriculum and course content of the academic program for students in the Program.
- J. The Director shall advise the Site Supervisor of any change in the accreditation status of the Program.

III. INSURANCE LIABILITY

- A. The parties agree that any student injured on the District's premises during scheduled field experiences will be assessed and provided with emergency care as appropriate through the District's available resources. The parties agree that Program students are District employees under the District's worker's compensation and health insurance policy and that any expenses for emergency examination or treatment to a student shall not be borne by the University, or the CEHD. The District is entitled to request in writing from any student

proof of any vaccinations/inoculations required by the District, which may include, but shall not be limited to, tuberculosis, rubeola, and rubella.

- B. If requested by the CEHD, the District will provide a current certificate of insurance describing professional and general liability coverage for students and employees of the District with limits of liability coverage not less than \$1,000,000 per occurrence.

IV CONFIDENTIAL INFORMATION

- A. The Director shall make all reasonable efforts to maintain confidentiality regarding all personal information of all District students and staff received during the Program and will cooperate with the Site Supervisor to inform Program students concerning the need to make reasonable efforts to maintain confidentiality concerning all personal information of all District students and staff. Program students shall abide by FERPA in the handling of District student records. No District student records shall be disclosed to the Director or CEHD.
- B. The parties acknowledge that if the District is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent that Program students or Director have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in the student's assignment at the District, it is agreed that for HIPAA purposes only, those students and employees of the CEHD are deemed to be part of the District's "workforce" and involved in the District's "healthcare operation," as such terms are defined under HIPAA. Under such circumstances, those individuals shall be subject to the District's written policies and procedures governing the use and disclosure of PHI. The parties further agree that they believe the Agreement does not create a business associate relationship between them under HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the District and the Director or CEHD employees.
- C. The District acknowledges that certain documents, such as competency development plans, monthly reports, mid-term and final evaluations, and action plans, may constitute student records within the meaning of University policies and/or the Family Educational Rights and Privacy Act ("FERPA"). The District agrees to protect Program students' educational records, as defined by FERPA, and the information contained therein from disclosure to third parties to the same extent that FERPA applies to the University and to limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a school official with a legitimate educational interest in the educational records of students to the extent that access to the University's records is required to carry out the Program. To the extent

permitted by law, the parties may share students' education records with each other, as may be necessary to perform their obligations under this Agreement.

- D. The District agrees to secure and protect any data that University shares with the District (and to require the same of any other entity with whom the District shares or gives access to that data) from unauthorized access, use, modification, disclosure, manipulation, or destruction, and will use processes that meet industry standard practices for protecting such information (which processes must be at least as stringent as the District would use for protecting its own confidential information).
- E. University and the District agree that University will not supply University-issued student identification numbers or other governmental issued identifiers (including, but not limited to, social security numbers) directly to the District. Students, at their own discretion, may supply such information directly to the District or to a third party who in turn makes such information available to the District.

V. TERM AND TERMINATION

- A. This Agreement shall commence upon execution and shall be in effect for an initial term of three (3) years following approval by the Education Professional Standards Board of an Option 9 application. The Agreement may be renewed upon like terms for additional three (3) year periods if the parties agree in writing. Any agreement to extend this Agreement shall reference this Agreement and be signed by representatives of the parties with the express authority to bind the parties.
- B. Either party may terminate this Agreement without cause at any time by giving ninety (90) days prior written notice provided that students already assigned to the Program will be permitted to complete the experiences necessary for the Program to the extent possible.

VI. CLAIMS

If either party becomes aware of a legal claim or threatened legal claim involving the other party in conjunction with the Program, the party with knowledge of the legal claim or threatened legal claim shall inform the other party in writing within ten (10) days of receiving knowledge of the legal claim or threatened legal claim.

VII. MISCELLANEOUS

- A. No individual in any way related to this Agreement will be discriminated against on the basis of race, color, sex, including sexual orientation or gender identity, gender, age, creed, religion, national origin, disability, sexual orientation, marital or parental status, pregnancy, veteran status, genetic information, politican affiliation or beliefs or limitations related to pregnancy, childbirth or related conditions, or any other status protected by applicable law.
- B. This Agreement shall be governed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- C. Individuals executing this Agreement on behalf of the institutions represent that they have been authorized to do so.
- D. Any amendment to this Agreement must be in and executed by both parties hereto.
- E. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

VIII. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

University of Louisville
University Counsel Office
2301 S. Third Street
Louisville, Kentucky 40292

Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall be effective as of the last date of signature below.

UNIVERSITY OF LOUISVILLE

JEFFERSON COUNTY BOARD OF EDUCATION



Name: Lori Stewart Gonzalez

Name: Dr. Marty Pollio

Title: Provost

Title: Superintendent

Date: 4/28/2023

Date: _____

RECOMMENDED BY:

Dr. Aimee Greene Webb
Jefferson Country Public Schools

DATE: _____

