



TO: Dr. Jesse Bacon, Superintendent 
Adrienne Usher, Assistant Superintendent

FROM: Althea Hurt, Director of Human Resources 

DATE: March 4, 2024

RE: Option 9 Partnership with the University of Louisville

Attached is a proposed partnership agreement between the Bullitt County Public Schools District and the University of Louisville to implement an Option 9 program partnership. Participants in the program will be classified employees working as paraeducators in the district. Participants will earn a bachelor's degree from the University of the Louisville and initial certification from EPSB within three (3) years while employed in the district. Participants will work under the supervision of a mentor teacher. The mentor teacher will be paid a stipend by the district, which would be the only cost the district would incur for the program. (We currently have an existing Option 9 partnership with the University of the Cumberlands.)

Attachments: Option 9 Program MOU

Option 9 Memorandum of Agreement

This Option 9 Memorandum of Agreement (hereinafter the "Agreement") is entered into between Bullitt County Public Schools (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.

- (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);

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.

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

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

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

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

[_____]

UNIVERSITY OF LOUISVILLE

Name: _____

Title: _____

Date: _____

Provost

Date: _____