

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 a current JCPS teacher, to serve as the Teacher-in-Residence (TIR) at Atkinson. In this role, the TIR 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 and the CEHD's Director of the Nystrand Center of Excellence in Education. The list of roles and responsibilities is attached hereto as Exhibit A and is incorporated herein by this reference. The TIR shall remain a JCPS employee subject to all applicable laws, regulations, JCPS policies, and collective bargaining agreements. Atkinson will provide a shared classroom space for the TIR program.
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 **\$52,472.87**, the sum total of which includes the annual gross salary (\$47,944.72) and fringe benefits (\$2,509.96) of the additional teacher, and indirect costs of 4.00% charged by JCPS (\$2,018.19). JCPS shall be paid upon receipt by the CEHD of equal quarterly invoices from JCPS on or after October 31, 2024; January 31, 2025; April 30, 2025, and July 31, 2025.
3. Term: This Agreement shall be effective commencing on the date of execution and end on July 31, 2025.
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 TIR 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.

12. **Research Activities**: For any projects involving research, program evaluation, monitoring activities, or data collection 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.

13. Require all UofL employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

- a) **Any conviction for sex-related offenses.**
- b) Any conviction for offenses against minors.
- c) Any conviction for felony offenses, except as provided below.

- d) Any conviction for deadly weapon-related offenses.
- e) Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
- f) Any conviction for violent, abusive, threatening or harassment related offenses.
- g) Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.

14. UofL shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national **and state criminal history background check by the Department of Kentucky State Police** and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.

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

Dr. Marty Pollio, Superintendent

Date

**Philip
Wiesemann**

Digitally signed by Philip
Wiesemann
Date: 2024.05.06 16:20:13
-04'00'

5/6/2024

Phil Wiesemann, Contract Administrator

Date

Recommended By:

On behalf of Dean
**Amy Lingo (Freddy
Rodriguez)**

Digitally signed by On behalf of
Dean Amy Lingo (Freddy
Rodriguez)
Date: 2024.05.06 09:59:32 -04'00'

05.06.24

Dr. Amy Lingo, Interim Dean
College of Education and Human Development

Date

Penny B Howell

Dr. Penny Howell, Interim Director
Nystrand Center of Excellence in Education
College of Education and Human Development

5/3/2024

Date

EXHIBIT A TO JCPS-CEHD TIR MOA

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; 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.

Role/Responsibility	Purpose
<p>The TIR is released from full-time classroom duty in order to complete the responsibilities below.</p>	<p>The Interim Director of the NCEE is responsible for managing and leading an examination of improvement across the SPI schools and advancing the clinical model of teacher preparation.</p>
<p>Assists with supervision of teacher candidates by:</p> <ol style="list-style-type: none"> 1. Working with CEHD faculty school liaison and school principal to identify placement sites 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. Communicating with CEHD faculty members regarding student progress, concerns, or questions; and 	<p>Supports student teachers and the clinical model of teacher preparation.</p>

<p>6. Coaching teacher candidates in knowledge, skills and dispositions.</p>	
<p>Models effective teaching strategies of CEHD classes housed within the assigned school by:</p> <ol style="list-style-type: none"> 1. Collaborating with CEHD faculty to teach CEHD students; 2. Conducting demonstration lessons for CEHD students; 3. May teach courses for CEHD; 4. Assisting CEHD faculty with coordinating work with CEHD students and classroom teachers; 5. Assisting CEHD faculty during class times by facilitating small group discussion, modeling, etc.; and 6. Introducing preservice teachers to the school and helping them acclimate to the school culture and professional expectations. 	<p>To support preservice teachers in building their understanding of effective and innovative classroom practices.</p>
<p>Creates and conducts professional development opportunities by:</p> <ol style="list-style-type: none"> 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. Facilitating professional development where appropriate regarding professional expertise; 3. May assist with, or lead the professional development where appropriate; and 4. Collecting pre and post data from professional development participants (i.e. surveys, questionnaires, response forms). 	<p>Helps to ensure that high quality teachers are teaching every student via professional development opportunities.</p>
<p>If not certified by National Board for Professional Teaching Standards (NBPTS), will pursue certification. If certified, may provide support to the NBPTS cohorts.</p>	<p>Helps to ensure that high quality teachers are teaching every student.</p>

Attends regular (monthly) meetings with other TIR's, CEHD faculty, the CEHD's Director of the Office of Educator Development and Clinical Practice (OEDCP), the CEHD's Interim Co-Directors of the NCEE, and other required CEHD meetings.	TIR uses school data to request appropriate professional learning for school teachers and staff, and discuss clinical model implementation and improvement.
Attends required meetings and meets regularly with the CEHD Faculty Liaison and school principal.	To collaborate, examine school data, and discuss clinical model implementation and improvement.
Assists with the facilitation and/or coordination of effective summer programs (Summer Boost/Flight/Orientation, etc.).	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.
Consults with the school principal to determine other duties requested by CEHD's Interim Director of the NCEE.	To share ideas, examine school data, discuss clinical model implementation and improvement by strengthening the ability to teach effectively in a diverse, urban setting, thereby fostering the recruitment and retention of the teachers in the schools where they are most essential.
Supports national and state accreditation efforts of the University and CEHD as appropriate related to clinical teacher preparation and advanced programs.	To continually assess and address areas of improvement concerning the clinical model of teacher preparation.
Serves as a representative of the CEHD, University, and JCPS, and is evaluated by the Principal with input from the Interim Director of the NCEE concerning their performance in the TIR role.	To continually assess success and address areas of improvement.
Submits an annual report to the Interim Director of the NCEE in May 2025 regarding their accomplishments and success as a TIR and how their contributions align with these roles and responsibilities.	To continually assess success and address areas of improvement.

Other Desired Qualities:

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