

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 PUBLIC SCHOOLS (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 teachers and leaders at various Jefferson County Public Schools (hereinafter "Candidates") a four (4) course sequence in English as Second Language ("ESL") (hereinafter "the Program") leading to an English as Second Language Endorsement that can be applied for Kentucky certification changes as outlined in Appendix A.

JCPS will:

- Help advertise the Program and establish an application process for Candidates;
- Support the recruitment of teachers and leaders, to participate;
- Collaborate with Spalding faculty to develop the Program screening/selection process;
- Provide space for Program meetings and coursework; and
- 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 B;
- Design coursework for the Program to provide teachers and leaders with the opportunity to practice authentic K-12 learning activities- including observing, participating, teaching, and leading;

- Ensure course activities and experiences in the Program expose candidates to multilingual learners;
- Train and support program faculty to teach the courses in the Program;
- 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 \$4800 (\$400 per credit hour). JCPS shall pay tuition on behalf of ten candidates. Spalding will provide JCPS with an invoice for tuition according to the following schedule:

Summer Term: July 15
Fall Term: June 15
Spring Term: March 15

All participants must adhere to the terms set forth in the Jefferson County Public Schools Professional Commitment Form for Teacher Tuition for ESL Endorsement Program.

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. However, should the number of Candidates drop below ten after the initial enrollment window in the Spring of 2025, Spalding will continue to offer the program to the remaining members of the cohort. JCPS Candidates who are involuntarily transferred from Hartstern Elementary to another JCPS school remain eligible for the program as long as they remain employed by JCPS. JCPS Candidates who voluntarily transfer from Hartstern Elementary or whose employment with JCPS is terminated will no longer be eligible to participate in the program.

IV. Term:

This Agreement shall be effective for the period commencing on February 1, 2025 and ending on June 30, 2026. 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. 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, the Parties 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 February 1, 2025

JEFFERSON COUNTY BOARD OF EDUCATION:

Martin A. Pollio, Ed.D.
Superintendent

Date

SPALDING UNIVERSITY

Melissa Clark

1/10/25

Date

Appendix A: English as Second Language Endorsement Program

EDU 555- Introduction to Linguistics (3 Credit Hours)
EDU 583- Structure of American English (3 Credit Hours)
EDU 586- Teaching English as a Second Language (3 Credit Hours)
EDU 587- Practicum in TESL (3 Credit Hours)

Candidate must pass Praxis Specialty Test in order to receive the ESL endorsement

Appendix B: 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, Transcript, 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 ESL Program are expected to abide by policies and procedures outlined in the Spalding University Catalog, as well as the Spalding Student Handbook.