

**MEMORANDUM OF AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND
EASTERN KENTUCKY UNIVERSITY
(# 1 Summer 2025)**

This Memorandum of Understanding (MOU) is entered into on this 19 day of March, 2025, by and between Eastern Kentucky University ("EKU") and Jefferson County Public Schools, (JCPS) with an address of 3332 Newburg Road, Louisville, KY 40218 to formalize Jefferson County Public Schools participation in the ECU Advantage program, which shall provide a pathway to the English as a Second Language (ESL) Endorsement for the Cohort of Jefferson County Public Schools teachers.

WHEREAS, the ECU Advantage program and ESL Endorsement offers Jefferson County Public Schools an exclusive, unique educational advantage and cost savings for its teachers while enhancing teacher benefits and further positioning Jefferson County Public Schools as a desirable workplace that values education as a means to propel its workforce forward; and,

WHEREAS, Jefferson County Public Schools participation in the ECU Advantage program shall mitigate procedural concerns, streamlining enrollment, registration, and financial aid processes, to ease the stress on the teacher in planning their educational pathway and allowing the teacher to devote more time to the work at hand, and shall further ECU's mission all while delivering real value to Jefferson County Public Schools and its teachers.

THEREFORE, the parties agree as follows:

1. Jefferson County Public Schools will provide a 25-teacher minimum, English as a Second Language (ESL) Endorsement Cohort for the program at ECU at a tuition rate of \$350 per credit hour for 12 hours, to run for two consecutive summer terms. Jefferson County Public Schools shall pay the cost of the English as a Second Language (ESL) Endorsement up front, in a single payment to ECU, including the University Fees of \$320 for each Jefferson County Schools enrolled teacher at the beginning of the ~~fall~~ Summer semester. The Taskstream Software, at \$50 per student, is free, as well as the books and course materials for the endorsement, which is covered under the ECU BookSmart Program.
2. The ECU English as a Second Language (ESL) Endorsement contains the following courses: EME 751- Linguistics in the Curriculum (3 credits), EMS 775- Methods for Multilingual Learners (3 credits), EMS 776- Assessment Methods for Multilingual Learners (3 credits), EMS 777- Cultural and Linguistically Responsive Teaching (3 credits).
3. Coaching and consulting will be provided by Dr. Emily Zuccaro, Literacy and ESL Associate Professor, with a background in teaching multilingual learners and conducting research on the

literacy practices of refugee populations and other ECU language and literacy faculty, and Dr. Ali Yayali, Literacy and ESL Assistant Professor, past president of AZTESOL, who conducts research on middle-high school ELL writing.

4. After an eligible Jefferson County Public Schools teacher has completed the twelve (12) credit hour English as a Second Language (ESL) Endorsement, in two consecutive academic summer terms through the ECU Advantage program, that teacher shall have tuition waived for up to six (6) additional hours. Any Jefferson County Public Schools teacher who is unable to complete the ESL Endorsement with their summer cohort due to an emergency, or unforeseen circumstance, will be allowed to complete the cohort in the subsequent academic year at no additional cost.
5. Jefferson County Public Schools shall supply a list of participants to ECU in the English as a Second Language (ESL) Endorsement, on or before April 15, 2025. Eligible teachers shall receive enhanced customer service assistance from ECU related to admissions and registration in the online courses needed for the ESL Endorsement. All eligible teachers shall be admitted at ECU's sole discretion after meeting university and program requirements. (Attachment B)
6. At the completion of the English as a Second Language (ESL) Endorsement, and the waived additional six (6) hours, as a Corporate Educational Partner, tuition for all online or on-campus courses enrolled in through the ECU Advantage program shall be paid by the Jefferson County Public Schools Office of Multilingual Learners at the \$350 per credit hour rate, and in accordance with all due dates and processes established by ECU's Student Accounting Services and published at bigecentral@ecu.edu. Any late payments shall be subject to late fees, as established by ECU's Student Accounting Services, and registration holds, which prevent the student employee from registering for any course in any semester until the student employee's account is up to date.
7. The ECU Advantage program is a scholarship program that will be reported as required by law on the student employee's ECU financial account and required tax forms.
8. It is understood and agreed to by the parties that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law, and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
9. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, gender identity, national origin, ancestry, age, marital status, disability, pregnancy or related condition unfavorable discharge from the military, protective order status, or status as a disabled veteran or veteran of the Vietnam era.
10. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.

11. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU shall be void.
12. The parties are independent contractors. Neither party nor their employees shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
13. This MOU is the final and exclusive MOU between the parties. All prior negotiations and MOUs are superseded by this MOU.
14. If any term or portion of this MOU is declared invalid, the invalid portion shall be deemed to be severed and all remaining provisions of this MOU shall be valid and enforceable to the fullest extent permitted by law.
15. This MOU shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of laws principles.
16. ECU acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement.
17. 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.
18. Maintain a 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.
19. **Term:** This Agreement shall be effective commencing March 19, 2025 and shall terminate on March 18, 2027. The Agreement may be extended by mutual written agreement of JCPS and ECU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, effective as of the last date written below.

Approved By:

Printed Name and Title

Signature

Date Signed

EASTERN KENTUCKY UNIVERSITY:

Approved By:

Shari VanHoose, ADirector, Corporate Educational Partnerships

Printed Name and Title

Shari VanHoose

Signature

2/18/25

Date Signed

Dr. Sonja Yow, Interim Chair, Department of Teaching, Learning, &
Educational Leadership

Sonja H Yow

Signature

2/19/25

Date Signed

Attachment 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 Eastern Kentucky University (Application, Transcript, Resume, Letters of Recommendation, Essay)
- d) Interview/Screening by JCPS/EKU Staff

Student Status

Candidates admitted to EKU's College of Education and participating in the JCPS ESL Program are expected to abide by policies and procedures outlined in the EKU's Student Handbook.

JEFFERSON COUNTY PUBLIC SCHOOLS PROFESSIONAL COMMITMENT FORM
EKU TEACHER TUITION FOR ESL ENDORSEMENT PROGRAM

I, _____ Employee ID# _____ agree that in exchange for the receipt of tuition support in the amount of (Full Tuition) from the Board of Education of Jefferson County, Kentucky, Jefferson County Public Schools (JCPS) as a participant in the English as a Second Language (ESL) program, I will:

- 1 After completion of my program, I will work for JCPS in the capacity of a certified employee at the school and in the grade and program assigned by JCPS for at least three (3) full years of service [one full year of service, equaling no less than 140 days as defined by KRS 157.310 to 157.440] in an area of my certification.
- 2 I will maintain acceptable evaluations as a JCPS employee;
- 3 I will complete all ECU ESL endorsement coursework according to University deadlines. I will complete my certification program, including observation hours and a passing score on the ESL Praxis, by August 31, 2026, maintaining an overall grade of "B" for each course, beginning with the tuition contract date [5/1/2025]; and,
- 4 I will receive a passing score on the ESL PRAXIS. JCPS will pay for the cost of one ESL Praxis Exam. If I participate in more than one ESL Praxis Exam, the additional costs will be at my expense.
- 5 I will provide to the JCPS OML Manager a signed copy of my University coursework for my area of certification from the recommending university. If there are changes, I will send a new copy to the JCPS OML Manager.

I understand that my agreement to work for JCPS as a teacher as set forth above does not constitute an agreement by JCPS to continue my employment as a teacher during the entire period set forth above. Without limitation, I understand that JCPS may terminate or suspend my employment for any reason for which the employment of a JCPS employee can be terminated or suspended under the existing JCPS policies, including my failure to perform my duties satisfactorily and/or unavailability of funds.

I further agree that:

6. If I do not complete my certification program for any reason by August 31, 2026 (including but not limited to discharge, suspension or nonrenewal), or if I fail to complete my professional commitment of employment with JCPS for at least three (3) full years of service as set forth in paragraph 1 above, or if I fail to obtain a grade of "B" or above in the course(s), I will repay JCPS the amount of tuition paid by JCPS on my behalf, as set forth in the following: If I do not complete my certification program I will be required to pay JCPS in the amount of the full tuition cost for all classes that have been paid on my behalf. If I fail to complete my professional commitment of employment with JCPS then JCPS will prorate the debt I will be required to pay back according to the number of full years of service that I have completed, as a percentage of three (3) full years. The proration will be measured for each year of service based on the number of days that I taught during each year of service, as a percentage of 140 days. If I fail to obtain a grade of "B" or above in any course I will be required to pay JCPS for the cost of tuition for that course. In addition, I hereby authorize JCPS to withhold any compensation due me and apply it to any debt that I might incur by not completing my certification program or professional commitment of employment or if I fail to obtain a grade of "B" or above in the course(s). I understand that this withholding may be taken in one lump sum from one pay period.
7. I will waive my rights under the Family Educational Rights and Privacy Act (FERPA) so that ECU may confirm my grade if asked by JCPS.
8. I will inform the JCPS OML Manager of any scholarship funds I receive for the ESL endorsement program. If I receive scholarship or grant monies from any source that I use to pay part or all of the cost of my tuition for any semester, JCPS will only pay the difference between the full cost of my tuition and the amount of the scholarship or grant monies, up to the maximum allowed under the first paragraph set forth above.
9. If I am granted leave in accordance with the existing JCPS policies during any semester, the tuition being paid by JCPS for that semester will be as follows: Classes that began prior to the start date of an approved leave, JCPS will pay tuition. For classes that began after the start date of an approved leave, JCPS will not pay tuition.
10. If I change universities, I will give JCPS written notification (sent to JCPS OML Manager) and complete an ESL Endorsement program within the required timeline above. JCPS will not provide tuition credit outside of the JCPS/EKU cohort, and if I do not complete an ESL Endorsement program within the required timeline, then I will reimburse JCPS for tuition credit to ECU.
11. If I resign from this program, I will give JCPS written notification (sent to JCPS OML Manager) and reimburse JCPS for any tuition credit applied.
12. If I fail to receive a grade of "B" or above for any class, tuition for that class will not be covered by JCPS and I will assume the cost of tuition for that course.
13. I am responsible for submitting all paperwork required to the JCPS OML Manager. If I fail to do so in a timely manner (fiscal year July 1-June 30), JCPS will not be required to pay tuition for that semester.
14. If I fail to adhere to any part of this agreement, JCPS may terminate or suspend any future tuition payments that otherwise would be due under this agreement, after giving written notice to me of the failure. I understand I am responsible for any tuition credit paid on my behalf and may be required to reimburse JCPS if I fail to adhere to any part of this agreement.

Teacher's Signature Date

____ Street Address, City, State, Zip code

JCPS OML Designee Designee Signature Date BOARD COPY