

**AMENDMENT TO THE AGREEMENT BETWEEN SPALDING UNIVERSITY
AND JEFFERSON COUNTY BOARD OF EDUCATION**

THIS AMENDMENT TO THE AGREEMENT BETWEEN SPALDING UNIVERSITY AND JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Amendment") is entered by and 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"), and Spalding University ("Spalding").

WHEREAS, The Parties have entered into an Agreement between JCPS and Spalding effective July 1, 2025 to support tuition credit for staff obtaining the ESL Endorsement through a cohort with Spalding and JCPS (the "Agreement"); and

WHEREAS, The Parties wish to extend the duration of the Agreement.

THEREFORE, the Parties wish to amend the Agreement.

This Amendment hereby amends the Agreement to remove the termination date in Paragraph 4 and replace it with June 30, 2027.

All other provisions of the Agreement shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of January 21, 2026.

Jefferson County Public Schools:

By: _____
Dr. Brian H. Yearwood
Superintendent

Date: _____

Spalding University

By: Bethany Dupree
Bethany Dupree, CFO

Date: 12/17/2025



JEFFERSON COUNTY BOARD OF EDUCATION

March 18, 2025, Regular Business Meeting

Agenda Item: **XII.P.9. Recommendation for Approval of Memorandum of Agreement with Spalding University for ESL Endorsement Cohort**

Recommendation: Superintendent Martin Pollio recommends the Board of Education approve the attached Memorandum of Agreement with Spalding University and authorize the superintendent to sign the same.

Rationale: The JCPS/Spalding collaboration will provide tuition credit to K-12 certified staff with elementary certification or secondary content certification to obtain their ESL endorsement through Spalding University. Teachers commit to completing coursework, passing the PRAXIS within one semester of completing all coursework, and remaining a JCPS employee for at least three years following the completion of the endorsement. \$300,000 in Title II funding has been approved to support this collaboration. All funds must be spent by June 30, 2026. This grant aligns with *Vision 2020* strategy 1.1.3 providing equitable access, 1.1.5 improving student literacy, and strategy 1.1.7 providing differentiated resources to eliminate opportunity gaps.

Submitted by: Dr. Terra Greenwell

Attachment

OK AS TO FC
AMH 2-25-2025

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 rank and 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 each Candidate. Spalding will provide JCPS with an invoice for tuition according to the following schedule:

Summer Term: June 15

Fall Term: August 15

Spring Term: February 15

The JCPS Office of Multilingual Learners will reimburse up to one Praxis exam for English to Speakers of Other Languages, for candidates in the program and meeting all required expectations outlined in this agreement.

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. Should the number of Candidates drop below ten in any given year, Spalding will continue to offer the Program to the remaining members of the cohort.

IV. Term:

This Agreement shall be effective for the period commencing on July 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, pregnancy or related condition, 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 July 1, 2025

JEFFERSON COUNTY BOARD OF EDUCATION:

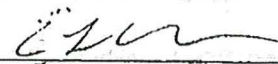


Martin A. Pollio, Ed.D.
Superintendent

3/19/25

Date

SPALDING UNIVERSITY



Ezra Krumhansl, CFO SPALDING UNIVERSITY

Feb. 26, 2025

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 ELD Program are expected to abide by policies and procedures outlined in the Spalding University Catalog, as well as the Spalding Student Handbook.