

**Memorandum of Agreement  
Between  
Jefferson County Board of Education  
And  
University of Louisville Research Foundation, Inc.**

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and University of Louisville Research Foundation, Inc. ("ULRF"), a Kentucky 501(c)(3) nonprofit corporation as the agent of the University of Louisville ("UofL") for receiving grants and research documents from external funding sources and which owns and controls intellectual property on behalf of UofL, located at 300 East Market Street, Suite 300, Louisville, KY 40202-1959 (ULRF, UofL, and CEHD (defined below) collectively hereinafter "UofL").

WHEREAS JCPS and UofL, through the College of Education and Human Development's (CEHD) Educational Leadership, Evaluation and Organizational Development Department, are proposing a collaborative classroom-based action research project at Marion C. Moore School ("Moore") to find out more about how middle school students build their skills as scientists and how they learn about the environment and climate change within their community and around the world. Knowing more about how students understand these processes will allow teachers and researchers to improve how we teach about climate change and environmental issues and engage students as citizen scientists and critical thinkers (hereinafter "Project").

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, JCPS and UofL agree that they will collaborate on the Project described below.

**1. Duties of JCPS/Moore:**

- a. Assist in this Project by facilitating the learning process for students to understand the impacts of global climate change not only in their community but in communities across Earth by maintaining a relationship with other classrooms in Austria, the Philippines, South Africa, and possibly other global partners.
- b. Host a nature preserve on campus that is used as a learning tool for environmental science for students
- c. Implement a culminating project for 8th-grade students where a public service announcement project will be created at the discretion of the environmental science teacher on topics regarding the environment and climate change.
- d. With approval from the JCPS Institutional Review Board (hereinafter "IRB"), students will be given the "Climate Change Attitude" survey by the environmental science teacher to determine what the current "climate" of Moore students is regarding climate change.

- e. Will assist U of L in gathering informed consent from the students and parents while partnering on all projects if required by the JCPS IRB.
- f. With approval from the JCPS IRB, work with UofL in the collection of assignments and accompanying data from environmental science students' work samples and projects that are enrolled in this Project.

## **2. Duties of UofL/CEHD**

- a. Implement the Do One Thing Pledge Tree with 6th-grade students.
- b. Implement Invasive Species Monitoring on the Moore Nature Trail with 7th-grade students.
- c. Implement Water Quality Testing on the stream on Moore Nature Trail with 8th-grade students.
- d. Coordinate the Public Service Announcement Culminating Project for 8th-grade students.
- e. Not collect or obtain any data or information from Moore staff, families, and students without prior approval from the JCPS Institutional Review Board.
- f. UofL/CEHD may not provide any data or information on the Project to a third party.
- g. If UofL/CEHD plans to have students or teachers use any digital resource in providing programming to students, including technology devices not owned by JCPS, digital platforms, websites, or databases, JCPS Digital Resource Review Committee must approve.
- h. 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.
- i. UofL acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, 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.
- j. If the performance of this Agreement involves the transfer by JCPS to UofL/CEHD of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended,

("FERPA"), UofL/CEHD and JCPS must manage the data transfer in accordance with FERPA requirements, and UofL/CEHD agrees to the following conditions:

- i. If UofL/CEHD requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to UofL/CEHD before the JCPS IRB-approved informed consent process has been executed. In this case, UofL/CEHD does not function as an exception under FERPA. UofL/CEHD is responsible for obtaining, and maintaining, signed guardian authorization after JCPS IRB approval. No data will be provided under this Agreement without the signed written authorization of the guardian for any student, and UofL/CEHD must deliver copies of signed authorization to JCPS upon request.
- ii. If UofL/CEHD has been legally deemed a FERPA extension by JCPS in accordance with FERPA Exception Conditions, then UofL/CEHD shall:
  - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
  - (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than UofL/CEHD and its employees, contractors, volunteers, review committees, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
  - (c) Require all employees, contractors, volunteers, and agents of UofL/CEHD to comply with all applicable provisions of FERPA with respect to any such data. UofL/CEHD shall require and maintain confidentiality agreements or otherwise require professional obligations of confidentiality with each contractor, volunteer, or agent with access to data pursuant to this Agreement. UofL/CEHD shall require that each employee with access to data as outlined herein is informed of its confidential nature and must maintain its confidentiality on terms no less restrictive than those contained herein or as otherwise required by applicable law.
  - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. UofL/CEHD shall notify JCPS within 72 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this Agreement.
  - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than

employees, contractors, or agents of UofL/CEHD necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.

- iii. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
- iv. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- v. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with UofL/CEHD [lists of students, signed consent forms, etc]. Notify JCPS of unexpected changes in timelines as soon as reasonably possible and accept that changes may alter JCPS' capacity to provide requested data.
- vi. Reserved.
- vii. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional commercial profit.
- viii. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- k. Acknowledges that JCPS retains the right to audit at its own expense and during the course of normal business hours, UofL/CEHD's compliance with this Agreement.
- l. UofL/CEHD 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 pursuant to Article 5 of this Agreement.
- m. 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.
- n. Maintain an all-risk 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.

- o. Require all UofL/CEHD 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:
  - i. Any conviction for sex-related offenses.
  - ii. Any conviction for offenses against minors.
  - iii. Any conviction for felony offenses, except as provided below.
  - iv. Any conviction for deadly weapon-related offenses.
  - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
  - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- p. UofL/CEHD 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.
- q. UofL/CEHD staff and volunteers will comply with all applicable JCPS health safety guidelines including rules related to COVID-19 mitigation.
- r. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to UofL/CEHD. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to UofL/CEHD.

### **3. Mutual Duties:**

- a. Each party shall not discriminate based on race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

- b. Each party shall comply with all applicable federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
  - c. The respective administrative offices of JCPS and UofL/CEHD who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
- 4. **Term:** This Agreement shall be effective commencing September 1, 2023 and shall terminate on June 30, 2024. The Agreement may be extended by mutual written Agreement of JCPS and UofL/CEHD.
- 5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, UofL/CEHD will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. Either party may terminate this Agreement immediately upon written notice to the other. In the event of an immediate termination, neither party shall be permitted to continue the Agreement after receipt of the notice of termination.
- 6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and UofL/CEHD.
- 7. **Independent Parties:** JCPS and UofL/CEHD are 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.
- 8. **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.
- 9. **Entire Agreement:** This Agreement contains the entire Agreement between JCPS and UofL/CEHD and supersedes all prior agreements, either written or oral, regarding the same subject matter.
- 10. **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 and 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.
- 11. **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.

**12. Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

**Jefferson County Public Schools:**

\_\_\_\_\_  
Marty Pollio, Ed.D,  
Superintendent

Date: \_\_\_\_\_

**University of Louisville Research Foundation, Inc.:**

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_____ Brennan Cox Asst. Director, OSPA	_____ Date

**UofL PRINCIPAL INVESTIGATOR:**

**Read & acknowledged, but not as a contractual party.**

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_____ Signature	_____ Date

## ATTACHMENT A

USE IF CONFIDENTIAL INFORMATION IS REQUESTED FOR DISCLOSURE

Student Record Collection Timeframe	School year	When UofL will submit request to JCPS	When JCPS will fulfill request
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**Data Elements Given to JCPS by [partner]**

Student First Name

Student Last Name

JCPS Student ID

Data Elements Fulfilled by JCPS	Delivery Notes

## ATTACHMENT B



## SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of [REDACTED] ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed
- instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for

eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.

- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.
- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
  1. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
  2. A Social Security number;
  3. A taxpayer identification number that incorporates a Social Security number;
  4. A driver's license number, state identification card number, or other individual identification number issued by any agency;
  5. A passport number or other identification number issued by the United States government; or
  6. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any

computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:



Date:

