

MEMORANDUM OF AGREEMENT

Between the

Jefferson County Board of Education d/b/a
Jefferson County Public Schools (JCPS)

And the

University of Louisville, College of Education and Human Development,
Department of Leadership, Foundations & Human Resource Education

To develop an Equity Responsive Climate: Enhancing Instructional Capacity to Increase Student Learning

This MEMORANDUM OF AGREEMENT ("Agreement") is entered into this 25th day of August 2015, by and between the Jefferson County Board of Education d/b/a the Jefferson County Public Schools ("JCPS") and the University of Louisville, by and through the College of Education and Human Development ("University of Louisville").

WHEREAS, JCPS and the University of Louisville desire to enter into a relationship for the purpose of providing research information designed to gather baseline data on cultural competence, climate and culture, instructional capacity, learning conditions and other perceptions directly from principals, assistant principals, teachers, students, and parents. This information will help guide professional development provided to administrators and teachers on cultural competence and JCPS district and site-level priority setting, and,

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, JCPS and the University of Louisville mutually agree as follows:

Duties of the University of Louisville:

Provide the services of Gaetane Jean-Marie, Ph.D., Bradley Carpenter, Ph.D., Tia Dumas, Ph.D., Daniel Spikes, Ph.D., Jason Immekus, Ph.D., and Lisa Hooper, Ph.D., of the University of Louisville, to develop an equity responsive climate to enhance instructional capacity to increase student learning including but not limited to the following:

- To understand school leaders' and teachers' perceptions of cultural proficiency and develop an equity responsive climate instrument (Year 1);
- To examine the ways in which school leaders and teachers engage in cultural proficiency practices to enhance instructional capacity through the diffusion of an equity responsive climate (Year 2);
- To measure the relationship between instructional capacity, equity responsive climate, and learning conditions (Year 3 and 4)

Duties of JCPS:

On behalf of the teachers and principals in the targeted schools, and central office staff participating in the project, JCPS agrees to:

- Work with Dr. Gaetane Jean-Marie, Dr. Bradley Carpenter, Dr. Tia Dumas, Dr. Daniel Spikes, Dr. Jason Immekus, and Dr. Lisa Hooper in the College of Education and Human Development at the University of Louisville, and designated faculty in the sharing of pertinent school, student assessment, and demographic data.

- Ensure the continued accessibility and cooperation of JCPS central office administrative personnel as well as building administrators, faculty, and support staff for the research team mentioned above, as needed.
- Provide space access to conduct professional development (PDs) for administrators and teachers to assist in coordinating and administering PD activities related to cultural competence.

Compliance with FERPA:

If the performance of this Agreement involves the transfer by JCPS to the University of Louisville of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), the University of Louisville agrees to:

- In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than the University of Louisville and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of the University of Louisville to comply with all applicable provisions of FERPA with respect to any such data.
- Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
- Conduct the Project in a manner that does not permit the identification of any individual student by anyone other than employees, contractors or agents of the University of Louisville having a legitimate interest 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 published results of the studies.
- Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by the University of Louisville for the purposes of the Project.

Payment:

JCPS shall pay the University of Louisville for services as outlined to the sum of \$99,700 (Year 1), \$96,014 (Year 2), \$98,252 (Year 3), and \$100,557 (Year 4) for total performance of this Agreement. All services and payments must be completed by June 30, 2016 (Year 1), June 30, 2017 (Year 2), June 30, 2018 (Year 3), and June 30, 2019 (Year 4).

The University of Louisville shall provide invoices for services with backup documentation supporting the invoices amounts. Invoices shall be sent on or about the following dates: September 9, 2015; February 25, 2016; June 30, 2016; with payments due within thirty (3) days of receipt of invoice.

Term: The term of this Agreement shall be from August 25, 2015 through June 30, 2019.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts of laws.

Amendment:

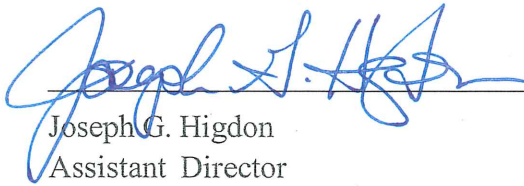
All amendments and/or changes shall be by written instrument executed by the parties hereto.

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 the Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of the Agreement and shall not affect any other provision of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above and accept it as the basis for the College of Education and Human Development provision of *The JCPS – University of Louisville Equity Responsive Climate: Enhancing Instructional Capacity to Increase Student Learning* for research. This Agreement is adjustable and renewable upon the mutual written consent of JCPS and the University of Louisville.

University of Louisville Research Foundation, Inc:



Joseph G. Higdon
Assistant Director

Sponsored Programs Administration – Grants Division

Date: 7/29/15
8/11/15 

Jefferson County Public Schools

Donna M. Hargens, Ed.D.
Superintendent

Date: _____