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**AGREEMENT  
BETWEEN  
THE UNIVERSITY OF LOUISVILLE  
RESEARCH FOUNDATION, INC.**

**AND  
JEFFERSON COUNTY BOARD OF EDUCATION**

THIS Agreement, entered into by and between The University of Louisville Research Foundation ("ULRF"), located at Jouett Hall, Louisville, Kentucky 40292 and Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40232, if for the purpose as hereinafter set forth.

WHEREAS ULRF is the recipient of a federal grant from the United States Department of Education, Institute of Education Sciences, in support of the Tertiary First Step to Success (TFS) intervention research project ("Project").

WHEREAS the Project contemplated by this Agreement is of mutual interest and benefit to ULRF and JCPS; and

THEREFORE the parties mutually agree as follows:

**1. Scope of Work:**

**Study Overview:**

The University of Louisville through the Kent School of Social Work and Dr. Andy Frey as Principal Investigator is seeking to complete four years of research activities to evaluate the efficacy of the TFS intervention with children with challenging behavior in grades kindergarten through three. The purpose of this project is to conduct a study to determine how potent TFS is for improving social/behavioral and academic outcomes to support learning, and to identify the utility of the intervention, or the degree to which it is feasible and practical for implementation in schools. The research will be conducted in Jefferson County (Louisville, KY), Oldham County (Oldham County, KY), and Greater Clark County (Jeffersonville, IN) schools. Dr. Frey is also partnering with investigators from the Oregon Research Institute, the University of Oregon, and the University of Cincinnati.

TFS was designed as a secondary prevention intervention to target primary grade children with moderate or emerging behavior disorders rather than for children for whom challenging behavior is severe and already entrenched across home, school and community settings. While the efficacy of the TFS intervention has been replicated repeatedly, it has also been shown to be less effective for children with more severe tertiary level disorders and has a less dramatic impact on behavior in the home than within the school setting. In addition, many of the positive gains children demonstrate immediately following implementation of the TFS intervention tend to fade

once the intervention is complete. The TFS intervention contains a revised home component, which is designed to better engage parents and alter parenting behavior.

Through a pilot program in JCPS from 2009-2013, it has been demonstrated that the intervention can be implemented by teachers and coaches, that teachers and parents are satisfied with the intervention procedures, and that it is effective for reducing problem behavior, improving academically engaged time, and increasing parent efficacy.

Participation in the Project is voluntary at all levels. In the Project, 100 teachers/children/families in 16 elementary schools would be recruited across the three participating districts per year. Each year, interventions will be implemented in half of the schools in the fall and half in the winter/spring. After written consent is obtained from participants, they will be randomly assigned to one of four conditions: (a) home and school components, (b) school component only, (c) home component only, or (d) business as usual/comparison.

Outcomes measured will include:

- teacher and parent reported measures of social skills;
- problem behaviors;
- academic performance;
- parent motivation;
- efficacy, and
- competence.

**University of Louisville will:**

- Screen for study eligibility.
- Complete and file Institutional Review Board (IRB) approval for the research study.
- Secure written consent for participation from teachers, parents, guardians and/or foster parents.
- Provide intervention services.
- Train teachers.
- Provide incentives for participation to teachers and parents, guardians and/or foster parents.
- Collect data.
- Provide annual reports to Jefferson County Board of Education, JCPS administration and participating teachers and parents.

If the performance of this Agreement involves the transfer by JCPS to ULRF of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), ULRF agree 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 ULRF and its employees, contractors and agents, without the approval of JCPS.
- Require all employees, contractors and agents of ULRF 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 an individual student by anyone other than employees, contractors or agents of ULRF 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 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 ULRF for the purposes of the Project.

**JCPS will:**

- Provide access for data collection and intervention services.
- Provide archival (existing) data for participating students if written parent consent to do so is obtained.

**JCPS teachers will:**

- Assist with screening procedures and complete an assessment packet before and after the intervention
- Attend training session.
- Allow the behavioral coach to work with the child in the classroom setting.
- Implement the intervention during the teacher phase.

**2. Period of Performance:**

Performance under this Agreement shall begin September 1, 2015 and shall not extend beyond the estimated completion date of June 30, 2019 ("Term") unless Term is further extended for additional periods under terms as may be mutually agreed upon in writing. ULRF agrees to give JCPS notice in writing of its intention to continue the Project not less than 60 days prior to the completion date.

**3. Termination:**

The Agreement may be terminated by either party with or without cause upon no less than 60 days written notice to either party. This Agreement may be terminated immediately by ULRF upon ten business days written notice to JCPS for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to ULRF be withdrawn, rescinded or otherwise cancelled beyond the control of the ULRF.

**4. Modification:**

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved through the University of Louisville's Office of Sponsored Programs.

**5. This Agreement:**

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by Facsimile or.pdf. The parties agree that Facsimile or.pdf. copies of signatures have the same effect as original signatures.

**6. Entire Agreement:**

The Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to by the parties in accordance with ARTICLE 5 , constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto.

**ACCEPTED:**

**Jefferson County Public Schools:**

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Donna M. Hargens, Ed.D  
Superintendent

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Date

**ACCEPTED:**

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

*Bachara Sell*  
Assoc. Director, SPONSORED PROGRAMS ADMIN.

*8/11/15*  
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Date