

**AGREEMENT  
BETWEEN  
  
THE RECTOR AND VISITORS OF THE  
UNIVERSITY OF VIRGINIA  
  
AND  
  
JEFFERSON COUNTY BOARD OF EDUCATION**

THIS Agreement, entered into by and between The Rector and Visitors of the University of Virginia ("Sponsor"), a not-for-profit Virginia educational institution of the Commonwealth of Virginia located at Youth-Nex, P.O. Box 400281, Charlottesville, Virginia 22904-4281, and Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

WHEREAS, Sponsor is the recipient of private funding in support of the Compassionate Schools Project "Project", and said funding approves collaborative effort by Sponsor and JCPS; and

WHEREAS the Project contemplated by this Agreement is of mutual interest and benefit to Sponsor and JCPS,

THEREFORE, the parties mutually agree as follows:

**Project Overview**

The Compassionate Schools Project is a five-year research project funded through a gift fund to the University of Virginia and administrated within the Youth-Nex Center/the Curry School of Education.

The project focuses on developing and implementing a health education curriculum for students, grades K-5, that combines mindfulness training, learning postures that help with awareness of the body and self-control, social and emotional skills that increase emotional awareness, perspective taking, self-control, working well with others, and nutrition information that promote healthier eating habits. The research interest is in testing the benefits of such a curriculum for children's health, behavior, academic engagement and achievement.

An accompanying component is that all teachers in participating schools where the program is offered will be offered a voluntary mindfulness and yoga class 3-4 times per week during the year instruction is offered. Participating JCPS schools for the 2016-17 school year will be determined by July 1, 2016.

**Sponsor agrees to:**

- implement curriculum for K-5 students in six schools to test feasibility challenges,
- identify best methods to work within school needs,
- gain understanding by schools of this curriculum, and
- secure appropriate UVA IRB approvals.

**Jefferson County Public Schools agrees to:**

- Initially hire up to 7 full-time qualified instructors, and upon a formal amendment to this Agreement, up to an additional six full-time qualified instructors, with either six years of mindfulness practice or three years of instruction, who:
  - meet all JCPS requirements for instructor positions,
  - will provide curriculum in participating schools,
  - will be trained in and deliver the curriculum as designed,
  - will agree to meet with Sponsor's coordinator to review progress and convey their impressions of how the implementation of the curriculum is progressing, and
  - will advise the Sponsor's team on refinements to enhance the usefulness of the curriculum in the classroom.
- Work with UVA team to secure appropriate IRB approvals.

**1. Technical Supervision**

Sponsor: Patrick Tolan (Director of Youth-Nex and Professor, Curry School) is the Principal Investigator/Administrator for the project, Patricia Jennings, Associate Professor in the Curry School, is the Co-Investigator. Professor Tolan oversees all operations and administration and has ultimate responsibility for conduct of the study. Professor Jennings is responsible for content of the curriculum that makes up the health education classes and will oversee implementation. Alexis Harris, Research Assistant Professor in the Curry School will oversee the project operations and implementation in Louisville, the collection of data once data collection begins, and is helping with curriculum development.

JCPS: Suzanne Wright, Director of Curriculum Management for JCPS, will serve as the Project Director. She will oversee the project within JCPS and serve as the primary liaison to the Principal Investigator. Donna Benton, Practical Living Specialist, will provide assistance to the participating schools in implementing the program.

2. **Period of Performance:** Performance under this Agreement shall begin July, 1 2016 and shall not extend beyond the estimated completion date of June 30, 2017 ("Term") unless the Term is further extended for additional periods under terms as may be mutually agreed upon in writing. Sponsor agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date.
3. **Cost and Payment:** This is a cost-reimbursement agreement. UVA will provide reimbursement of up to \$530,452 for the salaries of seven teachers. Reimbursement to hire additional teachers,

up to a maximum of 13 teachers, may be provided by UVA only upon execution of an amendment to this Agreement authorizing this increase. The compensation to hire each additional teacher, up to the maximum of 13 teachers, is up to \$75,401 per teacher. UVA's maximum liability under this Agreement, assuming UVA authorizes the hiring of 13 teachers, shall not exceed \$982,856 (budget attached hereto and identified as Attachment A). The parties estimate that this amount is sufficient to complete the Project; provided, however, that if the funds are exhausted before the Project is completed, JCPS Project Director shall, at the option of Sponsor, either submit a report on what has been accomplished to date, or shall provide an estimate of further funds required to complete the Project and shall continue if such funds are provided by Sponsor. Sponsor shall reimburse JCPS for the total cost specified above in **monthly** payments. JCPS shall provide to Sponsor each month an invoice for the work completed. Invoices shall be mailed to:

The University of Virginia, Youth-Nex,  
Attention Crystal Haislip,  
P.O. Box 400281,  
Charlottesville, Virginia 22904-4281.

Each invoice must reference the Project title and Agreement number for purposes of identification.

4. **Termination:** This Agreement may be terminated by either party with or without cause upon not less than sixty (60) days written notice to the other party. This Agreement may be terminated immediately by Sponsor upon ten (10) business day's 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 Sponsor be withdrawn, rescinded or otherwise cancelled beyond the control of the Sponsor. Upon termination prior to completion of the Project, Sponsor shall be responsible for payment of all JCPS costs incurred in the performance of the Agreement prior to termination, and for JCPS's reasonable non-cancelable commitments, not to exceed the total amount authorized in paragraph 3.
5. **No Employment Relationship Created:** None of the teachers hired by JCPS hereunder shall be considered employees of UVA and this Agreement shall not create an employment or joint employment relationship. JCPS has the sole authority to hire, supervise, train and discipline all teachers hired using funds provided by UVA. UVA is under no obligation to pay wages or provide benefits to any of the teachers.
6. **Modifications.** No waiver, alteration or modification of the provisions in 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 University's Office of Sponsored Programs, P.O. Box 400195, Charlottesville, Va. 22904-4195 (phone: 434-924-4270; fax: 434-

982-3096).

7. **This 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.
8. **Entire Agreement.** This Agreement, together with any attachments hereto and any written amendment or modification that may hereafter be agreed to by the parties in accordance with paragraph 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 or written, relating hereto.

ACCEPTED:

**Jefferson County Public Schools:**

Donna M. Hargens, Ed.D.  
Superintendent

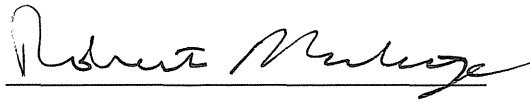
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ACCEPTED:

**The Rector & Visitors of the University of Virginia:**

Robert Merhige  
Director of Grants and Contracts

  
Signature

4-5-16  
Date

## Attachment A

**Compassionate Schools Project**  
**University of Virginia Board of Regents Subcontract**  
**July 1, 2016 - June 30, 2017**

	<b>7 teachers</b>	<b>13 teachers</b>
<b>Salaries</b>		
Teachers (minimum 7/maximum 13) @ \$66,950 each 187 days	\$468,650	\$870,350
Substitutes	\$10,500	\$19,500
Stipends for Professional Development 18 hours @ \$20.81 per hour (7 teachers/13 teachers)	\$2,622	\$4,870
<b>Fringe Benefits</b>		
<i>Teachers:</i>		
Life Insurance	\$378	\$702
Liability Insurance	\$276	\$512
Long Term Disability	\$1,406	\$2,611
Medicare Match	\$6,795	\$12,620
KTRS	\$14,060	\$26,111
Unemployment	\$420	\$780
Workers Compensation	\$1,265	\$2,350
<i>Substitutes:</i>	\$4,539	\$6,236
<i>Stipends</i>	\$150	\$279
<b>Materials</b> - \$250 each teacher	\$1,750	\$3,250
<b>Total Direct Costs</b>	<b>\$512,811</b>	<b>\$950,171</b>
Indirect Cost @ 3.44%	\$17,641	\$32,686
<b>Total</b>	<b>\$530,452</b>	<b>\$982,856</b>