

**AGREEMENT  
BETWEEN  
JEFFERSON COUNTY BOARD OF EDUCATION  
AND  
LEARNING STEWARDS, INC.**

THIS Agreement, entered into by and between the Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40232, and Learning Stewards, Inc., located at P.O. Box 23536, Anchorage, KY 40223, is for the purpose as hereinafter set forth.

WHEREAS LEARNING STEWARDS is the recipient of funding from the Gheens Foundation, in support of the Magic Ladder Project ("Project").

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

THEREFORE the parties mutually agree as follows:

**1. Scope of Work:**

**Project Overview:**

The Magic Ladder Project is a collaborative effort between JCPS and LEARNING STEWARDS. The goal of the project is to further develop, refine, and scientifically test LEARNING STEWARDS' new technology-based system for teaching reading. The project will take place between September 2016 and June 30, 2017. JCPS will identify and provide access to five 1<sup>st</sup> grade classrooms, approximately forty 3<sup>rd</sup> grade students identified as struggling readers and approximately fifteen middle and high school students identified as struggling readers. LEARNING STEWARDS will provide the technology, training, volunteers, and personnel necessary to manage the trial. This project addresses strategies 1.1.5 and 1.1.7 in *Vision 2020 Excellence with Equity*.

**Learning Stewards will:**

- Set-up the Magic Ladder system with steward accounts for each volunteer and student accounts for each student.
- Provide volunteer steward-tutors with the equipment needed to use the Magic Ladder in their sessions with students.
- Train volunteer steward-tutors to use the provided equipment and work with 3<sup>rd</sup> grade students according to the Magic Ladder protocols.
- Train five JCPS first grade classroom teachers to use the classroom version of Magic Ladder to support their current reading related instructional processes.
- Teach selected middle and high school students to autonomously use the Magic Ladder system to support the improvement of their reading skills.

If the performance of this Agreement involves the transfer by JCPS to LEARNING STEWARDS of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), LEARNING STEWARDS 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 LEARNING STEWARDS and its employees, contractors and agents, including the volunteer steward tutors and Bellarmine University researchers, without the approval of JCPS.
- Require all employees, contractors and agents of LEARNING STEWARDS, including the volunteer steward tutors and Bellarmine University researchers, 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 LEARNING STEWARDS, including the volunteer steward tutors and Bellarmine University researchers, 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 LEARNING STEWARDS for the purposes of the Project.

**JCPS will:**

- Provide access to relevant 3<sup>rd</sup> grade student data.
- Identify approximately forty new 3<sup>rd</sup> grade students identified as struggling readers.
- Ensure 3<sup>rd</sup> grade students are available during special time so that students do not miss core instruction.
- Identify and provide access to five 1<sup>st</sup> grade teachers to pilot the Magic Ladder as a supplement to their current reading related instructional practices.
- Identify and provide access to approximately 15 middle and/or high school students identified as struggling readers.

**2. Period of Performance:**

Performance under this Agreement shall begin September 28th, 2016 and shall not extend beyond the estimated completion date of June 30, 2017 ("Term") unless Term is further extended for additional periods under terms as may be mutually agreed upon in writing. LEARNING STEWARDS agrees to give JCPS notice in writing of its intention to continue the Project not less than 60 days prior to the completion date.

JCPS shall have complete discretion to decide whether to continue the Project after June 30, 2017.

**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 either LEARNING STEWARDS or JCPS upon ten business day's written notice to the other party for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately by JCPS should the funding provided to LEARNING STEWARDS be withdrawn, rescinded or otherwise cancelled beyond the control of the LEARNING STEWARDS.

LEARNING STEWARDS represents to JCPS that as of date of signing this Agreement, LEARNING STEWARDS has no reason to believe that the funding will be withdrawn, rescinded or cancelled.

**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 Jefferson County Public Schools.

**5. Entire Agreement:**

The Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to by the parties, 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:**

---

Donna M. Hargens, Ed.D  
Superintendent

---

Date

**ACCEPTED:**

**Learning Stewards, Inc.**



David Boulton, Director



Date