

**AGREEMENT
BETWEEN
JEFFERSON COUNTY BOARD OF EDUCATION
AND**

UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC.

This Agreement entered into as of the 28th day of June, 2017, by and between University of Louisville Research Foundation, Inc. ("UofL") located at 300 E. Market Street, Louisville, KY 40202-1959, and the Jefferson County Board of Education, a Kentucky public school district operating under the name of the Jefferson County Public Schools (hereinafter JCPS), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

WHEREAS, JCPS was awarded a grant from the US Department of Education, School Climate Transformation in 2014 to develop, enhance, or expand systems of support for, and technical assistance to, schools implementing an evidence-based multi-tiered behavioral framework for improving behavioral outcomes and learning conditions for all students.

WHEREAS, UofL Center for Instructional and Behavioral Research in Schools (CIBRS) will train, model, and coach district staff to then train, model, and coach school personnel in integrated school discipline training (hereinafter the "Project").

THEREFORE, the parties mutually agree as follows:

1. Scope of Work:

Project Overview:

The focus of the Project will be on coaching effective instructional environments using a research-based classroom observation tool from the UofL Center for Instructional and Behavioral Research in Schools (CIBRS) that will monitor teacher/student interactions at specific schools and provide direct feedback that be used to target interventions and supports for specific teachers.

A. UofL Center for Instructional and Behavioral Research in Schools (CIBRS) will:

1. Supervise Project Coaching Manager by Dr. Terry Scott in collaboration with district personnel in the behavior support systems department.
2. Hire a Project Coaching Manager with training and experience in the effective management of classroom instruction/behavior to work as a trainer of school-based coaches.
3. Project Coaching Manager will regularly meet with identified schools coaches and behavior support personnel to provide training in best practices for developing positive instructional environments, delivering effective instruction, and responding to misbehaviors.

4. Coordinate monthly meetings to engage participants with how to best provide coaching and training with staff in their school.
5. Coordinate training with video modules as a tool to use with schools – helping to engage teachers by watching realistic scenarios and discussing/reflecting on their own classrooms.
6. Project Coaching Manager will regularly visit all Project schools to conduct observation assessments (both fidelity of implementation and outcomes) and provide technical assistance to school behavior coaches.
7. Hire personnel to complete whole school classroom observations on a monthly basis working as coders.
8. Train coders using established protocol to be reliable with all codes at no less than 90%. These coders will then operate as an assessment team to observe each teacher in participating schools three times per year.
9. Report data collected by coders back to JCPS by school to use for Professional Learning Communities, setting school goals, and assisting teachers with specific behaviors and strategies.
10. Present outcomes to the faculty and use as formative assessment data to show progress and then use of high-leverage practices as identified by empirical research.
11. Provide a district license for technology application or school-based use to monitor instructional practices that relate to behavior supports.
12. If the performance of this Agreement involves the transfer by JCPS to UOFL of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act (“FERPA”), UofL agrees to:
 - a. 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.
 - b. 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 UOFL and its employees, contractors and agents, without the approval of JCPS.
 - c. Require all employees, contractors and agents of UOFL to comply with all applicable provisions of FERPA with respect to any such data.
 - d. 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.
 - e. 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 UOFL 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.
 - f. 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 UofL for the purposes of the Project.

B. JCPS will:

1. Identify the appropriate schools that will receive coding observations.
2. Coordinate with UofL to create content for PLCs and faculty meetings on effective instructional practices.
3. Provide school level supports through the use of district resource teachers to provide trainings, data analysis, classroom observations, and common area walkthroughs as follow-up.
4. Coordinate with UofL to identify school-based leads to help monitor for implementation fidelity.
5. Coordinate with UofL to identify teachers to participate in focus groups on managing classroom behaviors through effective instruction.

2. Payment of Grant Funds to UofL

The amounts to be paid by JCPS to UofL under this Agreement will total up to \$225,642 as outlined in Attachment A. The details of the items paid for by JCPS are set forth in Attachment A. UofL will submit two complete and accurate invoices to JCPS. The first invoice will be submitted on or about September 30, 2017 and the second invoice will be submitted within 30 days after UofL has completed all services under this Agreement. Each invoice will be in an amount equal to the value of the salaried work, hourly work and supplies/travel cost provided by UofL through the date of the invoice, which shall be detailed in the invoice; provided, the total of the two invoices shall not exceed \$225,642. Invoices should be submitted in the same format as Attachment A and submitted to:

Dr. Naomi Brahimi
 Jefferson County Public Schools
 Lam Building
 4309 Bishop Lane
 Louisville, KY 40218

Except as expressly set forth in a provision of this Agreement, each party shall bear its own costs, if any, for execution of its obligations under this Agreement.

Each party shall maintain appropriate insurance, which may be provided through the party's self-insurance program, for its obligations under this Agreement.

3. Period of Performance:

Performance under this Agreement shall begin June 28, 2017 and shall not extend beyond the estimated completion date of June 30, 2018 ("Term") unless Term is further extended for additional periods under terms as may be mutually agreed upon in writing. UofL agrees to give JCPS notice in writing of its intention to continue the Project not less than 60 days prior to the completion date.

4. 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 UofL

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 UofL be withdrawn, rescinded or otherwise cancelled beyond the control of the UofL.

5. 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 both University of Louisville and Jefferson County Public Schools.

6. 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.

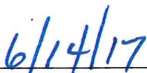
7. Entire Agreement:

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.

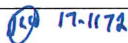
University of Louisville Research Foundation, Inc.:



Barbara Sells
Associate Director, OSPA



Date



Jefferson County Board of Education:

Donna M. Hargens, Ed.D
Superintendent

Date

ATTACHMENT A

PERSONNEL		
SALARIED PERSONNEL		2017-2018
Terrance M. Scott, Co-PI (12 month)	5% 12 month	8,696
Regina Hirn	5% AY	3,319
PLC and Focus-Group Coordinator (1.0 FTE)		55,000
Fringe @ 28.5%	28.5%	19,099
TOTAL SALARIED PERSONNEL		86,114
HOURLY WORK		
TBA - Reliability Coding - \$20/hr (40 weeks @ 30 hrs)		24,000
Hourly Coder Cadre (3 persons) - \$15/hr (40 weeks @ 30 hrs)		54,000
Hourly fringe (FICA @ 7.65%)	7.65%	5,967
TOTAL HOURLY		83,967
TOTAL PERSONNEL		170,081
SUPPLIES/TRAVEL		
Handheld devices		3,000
Travel - mileage between school sites		6,000
TOTAL SUPPLIES/MATERIALS COSTS		9,000
DIRECT COSTS		179,081
INDIRECT (off campus research)	26%	46,561
TOTAL COSTS		225,642

Budget Justification

JCPS Instructional Coding

Personnel

Faculty and Staff: Drs. Terry Scott and Regina Hirn will each contribute 5% of their FTE to this project to oversee and coordinate all activities. In addition, a 1.0 FTE Ph.D. level person will be responsible for overseeing the collection, housing, and analysis of all data. Fringe benefits are calculated on these salaries at a rate of 28.5%.

Hourly Work – Observation Coders: A lead coder at \$20 per hour and 3 additional coders at \$15 per hour will be hired to conduct all observations, including reliability. Observations will take place in 17 JCPS identified schools. The lead coder will be responsible for scheduling the cadre in each of the participating schools.

Supplies

Funds are requested to purchase 4 handheld devices for data collection purposes. Coders will be assigned to one of these instruments for use in all observations.

Travel

Funds are requested to reimburse mileage to coders as they travel from the university to schools each day. They may receive mileage at the federally approved rate.

Indirect Costs

The Facilities and Administration costs associated with this off-campus project are calculated at 26%.