

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**JEFFERSON COUNTY BOARD OF EDUCATION**  
**AND**  
**WESTERN KENTUCKY UNIVERSITY**

This Memorandum of Agreement (hereinafter "Agreement") is entered between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and WESTERN KENTUCKY UNIVERSITY, a public university (hereinafter "WKU"), with its principal place of business at 1906 College Heights Boulevard, Bowling Green, Kentucky 42101. (JCPS and WKU hereinafter referred to individually as a "Party" and collectively as the "Parties").

**WHEREAS** WKU with support from the Wallace Foundation seeks to redesign the Department of Educational Administration, Leadership and Research (EALR) Principal Preparation Program to positively impact the development of school leaders by improving their preparation and clinical experiences; and

**WHEREAS**, JCPS desires to create a pipeline to identify future school leaders prepared for leading Comprehensive Support and Improvement Schools.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants and agreements hereinafter set forth and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

**I. Scope of Work**

WKU and JCPS will collaborate on the Wallace Foundation University Principal Preparation Initiative ("UPPI") for the development of a Leadership Tracking System and Principal Preparation Program redesign initiative to support JCPS leadership development.

**II. Responsibilities**

**A. JCPS will:**

- 1) Identify a district administrator to serve as a liaison with the on-site professional development.
- 2) Identify UPPI leadership steering team.
- 3) Assist in the development and implementation of a system that provides robust and actionable data about leadership qualities, skills, experience and preparation.

**B. WKU will:**

- 1) Help UPPI participants collaboratively identify problems of practice within the district that impact schools.
- 2) Help UPPI participants build level leadership responsibilities and accountability.
- 3) Help UPPI participants develop an understanding of a dynamic learning framework and transferring agency to students;
- 4) Help UPPI participants assess strengths and weaknesses of curriculum coherence, standards alignment and evaluation standards.
- 5) Co-construct a Principal Preparation Program that meets the needs of the district.
- 6) Co-construct a data and evaluation system that identifies leaders for priority schools and a pipeline for future vacancies in JCPS.
- 7) Facilitate an on-site professional development initiative aligned to district priorities for school leadership.
- 8) Develop and implement of a system that provides robust and actionable data about leadership qualities, skills, experience and preparation.
- 9) Develop an effective working relationship and increased contact with practicing educators; and
- 10) Publish and present relevant research on university-district partnerships and Principal Preparation Program development.
- 11) If in performing services under this Agreement, WKU desires to collect any type of data or information for any purpose, WKU must submit a separate request through the JCPS Data Request Management System (“DRMS”) and agrees to comply with JCPS’ response. Any data collection needs to be approved through a DRMS request before schools; staff or JCPS are asked to provide data. For any project involving research, participation is voluntary, and research activities must be approved through Accountability, Research, and Systems Improvement Department and will not take place before approval is secured from the appropriate Institutional Review Board (IRB).
- 12) If the performance of this Agreement involves the transfer by JCPS to WKU of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended (“FERPA”), WKU agrees to:
  - a. In all respects comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, and any other applicable state or federal law.
  - b. Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than WKU and its employees, contractors, volunteers, and agents, without the prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
  - c. Require all employees, contractors, volunteers, and agents of WKU to comply with all applicable provisions of FERPA with respect to any such data.

WKU shall require and maintain confidentiality agreements with each employee, contractor, volunteer or agent with access to data pursuant to this agreement.

- d. Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. WKU shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in section ii of this provision.
  - e. Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of WKU necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement 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 form, including, but not limited to, published results of studies.
  - f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which it is no longer needed by WKU for the purposes of this Agreement. WKU will require all employees, contractors, volunteers, or agents of any WKU's compliance with the confidentiality requirements of this provision.
  - g. JCPS retains the right to audit WKU's compliance with the confidentiality requirements of this provision.
- 13) WKU acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure Agreement.
- 14) Reports or articles based on data obtained from JCPS under this Agreement must include the following acknowledgment: "This report/article was made possible, in part, by the support of the Jefferson County, Kentucky, Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of the Jefferson County, Kentucky, Public Schools." **JCPS must be cited as the source of the data in all tables, reports, presentations, and papers.**
- 15) All employees, volunteers and contractors of the WKU Coalition performing services on JCPS school premises during JCPS school hours under this Agreement are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

### III. Payment:



WKU will provide funding to JCPS in accordance with the budget in **Attachment A**. WKU will provide funding not to exceed \$50,000 only in accordance with the terms of the Agreement. JCPS billing for reimbursement must include (a) the cost categories as outlined in the approved Attachment A, (b) supporting documentation with copies of actual invoices and travel reimbursement requests, and (c) appropriate signatures of authorized JCPS officials.

Invoices may be sent monthly but no less than quarterly. The Final Invoice shall be clearly identified as "**FINAL**" and shall be submitted no later than 60 days after the Agreement's end date. Any reimbursement requested that does not comply with this Agreement and any process or procedure shall not be honored.

**Invoices should be submitted to:**

Dr. Marguerita K. DeSander, Project Director UPPI  
Department of Educational Administration, Leadership and Research  
Western Kentucky University  
1906 College Heights Boulevard  
Bowling Green, Kentucky 42101

**IV. Term:**

This Agreement shall be effective for the period commencing on January 9, 2019 and ending on December 31, 2019. This Agreement may be renewed for one (1) or more additional years by mutual written agreement of JCPS and WKU.

**V. Termination:**

This Agreement may be terminated by either party with or without cause upon not less than sixty (60) days written notice to the WKU. This Agreement may be terminated immediately by WKU 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 WKU be withdrawn, rescinded or otherwise cancelled beyond the control of WKU. Upon termination prior to completion of the Agreement, WKU shall be responsible for payment of all JCPS costs incurred in the performance of this Agreement prior to termination, and for JCPS's reasonable non-cancelable commitments, not to exceed the maximum liability of WKU stated in Section III.

**VI. Modification:**

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and WKU.

**VII. Equal Opportunity:**

During the performance of this Agreement, WKU shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978 and the American Disabilities Act, and shall not discriminate against any JCPS employee or student or any principal candidate because of race, color, national origin, age, religion, marital or parental status,

political affiliation or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

#### **VIII. Independent Parties:**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that WKU is at all times acting as an independent contractor with respect to JCPS, and neither party shall be construed to be an agent or representative of the WKU. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which WKU performs its work and functions.

#### **IX. Captions:**

Section titles or captions contained in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

#### **X. Entire Agreement:**

This Agreement contains the entire agreement between JCPS and WKU and supersedes any and all agreements executed prior to or contemporaneously with the execution of this Agreement. The Attachments to this Agreement are a part of this Agreement and are incorporated herein by reference in their entirety as if fully set forth in this Agreement at the point where first mentioned.

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

#### **XII. Counterparts:**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be determined an original and all executed counterparts shall constitute one and the same instrument.

#### **XIII. Applicable Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky Circuit Court, and the parties expressly waive the right to bring any legal action or claims in any other courts.

#### **IX. Indemnification**

To the extent permitted by law, JCPS shall indemnify and hold WKU harmless from any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to

property caused by the acts, omissions, or negligence of JCPS, its agents, servants, or employees. WKU shall indemnify and hold JCPS harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by the acts, omissions, or negligence of WKU, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below, to be effective as of January 9, 2019.

**JEFFERSON COUNTY BOARD OF EDUCATION:**

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**Martin A. Pollio, Ed.D.**  
**Superintendent**

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**Date**

**WESTERN KENTUCKY UNIVERSITY:**

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**Marguerita K. De Sander, Ph.D.**  
**Project Director, UPPI**

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**Date**

ATTACHMENT A

**Western Kentucky University**

**Wallace Foundation Principal Preparation Initiative with Academic Services**

**January 9, 2019 - December 31, 2019**

**Project Director: Dr. Carmen Coleman**

<b>Materials &amp; Supplies</b>	<b>\$16,426</b>
<b>Equipment</b>	
Technology - tablets, printers, computers	\$12,000
<b>Travel</b>	
JCPS staff travel - Wallace Foundation Networking Activities	\$20,000
	\$48,426
Indirect Costs @ 3.25%	\$1,574
<b>Total</b>	<b>\$50,000</b>