

**MEMORANDUM OF AGREEMENT**  
**between**  
**University of Kentucky College of Education**  
**and**  
**Jefferson County Board of Education**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and 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 located at 3332 Newburg Road, Louisville, Kentucky 40218 and the University of Kentucky College of Education ("hereinafter UK") with its principal place of business located at 103 Dickey Hall, Lexington, Kentucky 40506.

WHEREAS UK College of Education, Department of Curriculum and Instruction has developed the Digital Driver's License online platform for schools to use to meet the requirement of all high school graduates passing a Civics test with 60% proficiency.

WHEREAS, JCPS desires to use the Digital Driver's License online platform for student assessment of the Civics test requirement for graduation per KRS 158.141.

THEREFORE, JCPS and UK agree as follows:

**1. Duties of JCPS:**

- a) Identify five high school teachers with classes of students that are not slated for graduation to pilot the Digital Driver's License program for the Civics Assessment before June 30, 2019.
- b) Allow any JCPS high school to use Digital Driver's License program for Civics test requirement for graduation per KRS 158.141 after pilot is completed.
- c) Allow Digital Drivers License online platform access to the following information for teachers and students using the Digital Driver's License program for the Civics test requirement:
  - i. Teacher First Name
  - ii. Teacher Last Name
  - iii. Teacher Email
  - iv. Student Last Name
  - v. Student First Name
  - vi. Student Email

## **2. Duties of UK:**

- a) Provide access to the Digital Drivers License online platform with the Civics Assessment to the JCPS teachers and students in any JCPS high school.
- b) If in performing services under this Agreement, UK desires to collect any type of data or information for any purpose other than data listed in Section 1.c., UK 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 or JCPS are asked to provide data.
- c) If the performance of this Agreement involves the transfer by JCPS to UK of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), UK agrees to:
  - i. In all respects comply with the provisions of FERPA. For purposes of this Agreement, “FERPA” includes the requirements of Chapter 99 of Title 3 of the Code of Federal Regulations.
  - ii. 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 UK and its employees, contractors and agents, without the approval of JCPS.
  - iii. Require all employees, contractors and agents of UK to comply with all applicable provisions of FERPA with respect to any such data.
  - iv. 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.
  - v. Collect data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of UK 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.
  - vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date within it is no longer needed by UK for the purposes of the Project.
- d) UK acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement.
- e) All employees, volunteers and contractors of the UK 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.
- f) UK shall complete and sign the JCPS Data Sharing Agreement before services begin.
3. **Term:** The "Effective Date" of this Agreement is April 17, 2019 and, unless terminated in accordance with the termination provisions provided herein, shall continue for a period of twelve (12) months (the "Initial Term"). Following the Initial Term, unless written notice of intent not to renew is provided by either party at least thirty (30) days prior to the scheduled expiration date of the then current term, this Agreement shall be automatically renewed on an annual basis for successive one (1) year additional terms.
  4. **Termination:** Either party may terminate this Agreement with or without cause with thirty (30) days written notice to the other party. Either party may, by written notice of default to the other party, terminate this Agreement immediately in the event of a material breach of this Agreement by the other party, provided that the terminating party has first given written notice to the other party describing the breach with reasonable specificity and demanding that the other party take action to cure the breach, but the other party has failed to cure the breach within a period of five (5) days after receipt of notice specifying the breach.
  5. **Amendment:** This Agreement may be modified or amended only by a written agreement between JCPS and UK.
  6. **Independent Parties:** JCPS and UK are considered to be independent parties and neither will be construed to be an agent or representative of the other, and therefore neither will be liable for the acts or omissions of the other.
  7. **Captions:** Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
  8. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and concerning the UK Project and supersedes any and all prior oral and written agreements.
  9. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision will 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 will be deemed separable from the remaining provisions of this Agreement. If such a provision cannot be so modified, the provision will be deemed separable from the remaining provisions of this Agreement and will not affect any other provision.
  10. **Counterparts:** This Agreement may be executed in counterparts, in which case each

executed counterpart will be deemed an original, and all executed counterparts will constitute one and the same instrument.

11. **Applicable Law:** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
12. **Nondiscrimination:** During the Term, UK shall not discriminate against any JCPS employee, applicant or student 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.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**Jefferson County Board of Education:**

By: \_\_\_\_\_  
Dr. Martin A. Pollio, Superintendent

Date: \_\_\_\_\_

**University of Kentucky College of Education:**

By:  \_\_\_\_\_  
Dr. Gerry Swan  
Associate Professor  
Assistant Dean for Program Assessment

Date: 3/29/2019