

**AGREEMENT****between****Jefferson County Board of Education****and****System Management Group**

This 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 System Management Group, a California nonprofit public benefit corporation and supporting organization to Sanford Programs, operated by National University, an affiliate of the National University System (hereinafter "NUS"), with its principal place of business at 11355 North Torrey Pines Road, San Diego, California 92037.

WHEREAS, NUS has established the Sanford Harmony Program ("SHP"), a social and emotional learning program designed to build healthy relationships among Pre-K-6th grade students and provide professional development training. The goal of Sanford Programs is to build awareness of commonalities and celebrate differences among diverse students. The Sanford Harmony Program was developed by researchers at Arizona State University and is implemented by Sanford Programs.

NOW THEREFORE, this Agreement is entered into by and between JCPS and NUS to provide services below.

**I. NUS, through the SHP, agrees to:**

- A. Provide one full Sanford Harmony kit per grade level per site (Valued at \$150 per kit).
- B. Provide one Sanford Harmony Essentials kit for every two program facilitators, which contains the Quick Connection Cards and the Meet Up and Buddy Up Guide (Valued at \$50 per kit).
- C. Provide access to digital resources/mobile application (Valued at \$35 per student).
- D. Provide one Harmony training session that will be offered to JCPS's employees (valued at \$2,500 per training). Training options such as on-site, online, and/or train-the-trainer will be recommended by an SHP representative and mutually agreed upon by both Parties.
- E. Provide ongoing support to Partner's employees, in-person, either via telephone, or via digital correspondence, to implement SHP materials.
- F. Will continuously provide current versions of the curriculum, PowerPoints and training material. Both Parties will work cooperatively to determine an efficient and timely transfer of these materials and information.
- G. Agrees not to collect any student data or student personally identifiable information

(PII) at any time during the period of the Agreement.

H. Agrees not to use any proprietary information for the teacher surveys and make all teacher surveys anonymous.

I. Agrees to delete the JCPS account entirely within thirty (30) days receipt of the domain (i.e. the portion of the email address after the “@” symbol) used by JCPS employees when they created their log-in.

J. If in performing services under this Agreement, NUS desires to collect any type of data or information, NUS 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 JCPS Institutional Review Board (IRB).

## **II. JCPS agrees:**

A. To implement the Sanford Harmony program in up to 30 schools, pre-kindergarten through grade five (5) by June 30, 2020.

B. That an implementation plan shall be mutually drafted and agreed upon by both Parties.

C. Implementation guidelines include:

- i. utilizing SHP components and resources;
- ii. implementing [Harmony Meetup and/or Buddy Up] approximately 15 minutes per day; and
- iii. integrating Sanford Harmony units throughout the daily schedule as appropriate for at least 30 minutes per week.
- iv. dedicated time will be dependent on grade level and/or a developmentally appropriate amount of time needed for activities.

D. To retain authority to determine the design and implementation of its curriculum.

## **III. Trademark, Copyrights and Inventions.**

All trademarks, copyrights, and inventions (collectively "Intellectual Property"), if any, developed in connection with this Agreement will be the sole property of NUS. JCPS expressly agrees that either NUS or the Sanford Foundation is the owner of all intellectual property related to the Sanford Harmony Program, and JCPS’s use and payment of fees related to use does not in any way transfer ownership of any material, concept, or other form of intellectual property to JCPS.

## **IV. Term:**



This Agreement shall be effective for an initial term commencing on August 7, 2019 and ending on June 30, 2020.

**V. 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 JCPS upon ten (10) business day's written notice to NUS for its failure to cure a material breach of this Agreement. This Agreement may be terminated immediately should the funding provided to NUS be withdrawn, rescinded or otherwise cancelled beyond the control of the NUS.

**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 NUS.

**VII. Compliance with Law:**

NUS shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the NUS or subcontractor for the duration of this agreement and shall reveal any final determination of a violation by the NUS or subcontractor of the preceding KRS Chapters.

**VIII. Equal Opportunity:**

During the performance of this Agreement, NUS 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, KRS 45.550-45.640, and the American Disabilities Act and shall not discriminate against any employee or student because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

**IX. Independent Parties:**

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that NUS 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 other party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which NUS performs its work and functions.

**X. 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.

**XI. Entire Agreement:**

This Agreement contains the entire agreement between JCPS and NUS and supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

**XII. 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.

**XIII. 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.

**XIV. Applicable Law:**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**XV. Indemnification**

To the extent permitted by law, the Parties shall indemnify and hold each other 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 to the other Parties' agents, servants, or employees. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

**XVI. Non-Solicitation**

Both Parties agree that, during the term of this Agreement, they will not knowingly solicit the employees or staff employed by the other party or its affiliates.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

**Jefferson County Board of Education:**

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

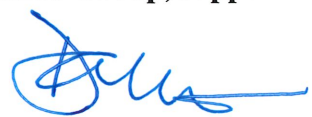
Date: \_\_\_\_\_

**Sanford Programs, supported by System Management Group**

By:  \_\_\_\_\_  
Amber Duonnolo  
Sanford Harmony Director

Date: 7/11/19

**System Management Group, supporting the National University System**

By:  \_\_\_\_\_  
Dave C. Lawrence, MBA, Ed.D.  
Vice Chancellor  
Finance

Date: 7/11/19