

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.

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:

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

ATTACHMENT A

Western Kentucky University
Wallace Foundation Principal Preparation Initiative with Academic Services
January 9, 2019 - December 31, 2019
Project Director: Dr. Carmen Coleman

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