

Subcontract No: —

MEMORANDUM OF AGREEMENT

**THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA**

AND

**JEFFERSON COUNTY BOARD
OF EDUCATION**

THIS Memorandum of Agreement ("Agreement"), entered into by and between The Rector and Visitors of the University of Virginia ("Sponsor"), a not-for-profit educational institution of the Commonwealth of Virginia with administrative offices located at 1001 North Emmet Street, Charlottesville, Virginia 22904-4195, on behalf of its Curry School of Education's Youth-Nex program, and 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, Sponsor is the recipient of private funding in support of the Compassionate Schools Evaluation and Implementation Project ("Project"), and said funding approves a collaborative effort by Sponsor and JCPS; and

WHEREAS the Project contemplated by this Agreement is of mutual interest and benefit to Sponsor and JCPS.

THEREFORE, the parties mutually agree as follows:

I. Project Overview

The Compassionate Schools Project is a seven-year evaluation research project through the University of Virginia and administrated within the Youth-Nex Center/the Curry School of Education. The University of Virginia and Jefferson County Public Schools agree to collaborate on the implementation of the CSP curriculum in various JCPS elementary schools, for evaluation, which began in 2015-16 school year for two years of controlled implementation managed by UVA and collection of data for such evaluation for the two years of UVA controlled implementation ("Implementation

Phase”) and for two years post-UVA controlled implementation (through December 30, 2021) (“Post-Implementation Phase”). Beginning in Fall of 2018, JCPS has continued implementation in several elementary schools, with UVA collaborating to provide financial support for coaches for CSP teachers, professional development for these teachers and other JCPS personnel related to CSP (“Continued Development”). No data collection is planned in relation to the Continued Development.

The Compassionate Schools Project focuses on developing and implementing a health education curriculum for students, grades K-5, that combines mindfulness training, learning postures that help with awareness of the body and self-control, social and emotional skills that increase emotional awareness, perspective taking, working well with others, and nutrition information that promotes healthier eating habits. The research interest is in testing the benefits of such a curriculum for children's health, behavior, academic engagement and achievement. The Continued Development interest is in enabling continuation of the curriculum in participating schools by JCPS with contribution of professional development, training, and coaching support for such implementation by UVA.

The University of Virginia and Jefferson County Public Schools agree to continue the final data collection for the Compassionate Schools Project.

A. In doing so, the University of Virginia agrees to:

1. Continue to work with JCPS administration and school administration at schools where data is collected (elementary and middle schools involved) for the Post-Implementation Phase.
2. To follow the data collection protocol as produced and agreed at the outset of the project (2015), focusing on collecting the follow-up data from students and teachers enrolled through informed consent prior to their enrollment in the study.
3. To work with JCPS Accountability, Research, and Systems Improvement Office and administration to obtain JCPS records as outlined in JCPS IRB approved protocol for years 2015-2021 and the Data Sharing/Use Agreement.
4. To provide a report to JCPS at the completion of the study that summarizes key findings and meets the requirements of the JCPS IRB process as outlined in Section IV C below.
5. To keep all data in secure in accordance with Section IV of this Agreement.
6. Follow all steps necessary in order to maintain IRB approval from UVA and JCPS for the Post Implementation Period.

7. Continue to provide the Continued Development.
8. Continue to provide additional district-wide professional development opportunities on topics related to mindfulness, social-emotional learning and teacher burnout/resilience as agreed upon by UVA CSP leadership and JCPS.
9. Require all UVA employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. UVA Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - a. Any conviction for sex-related offenses;
 - b. Any conviction for offenses against minors;
 - c. Any conviction for felony offenses, except as provided below;
 - d. Any conviction for deadly weapon-related offenses;
 - e. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
 - f. Any conviction for violent, abusive, threatening or harassment related offenses;
 - g. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
 - h. UVA shall require all faculty performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State
10. UVA shall require all faculty performing services on JCPS school premises during JCPS school hours under this Agreement 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 and neglect records maintained by the Cabinet for Health and Family Services.
11. Prior to use, obtain approval from JCPS Communications for any use of JCPS or school name, logo or other identifying information on websites, in publications or in any other manner.

B. Jefferson County Public Schools agrees to:

1. Support UVA effort to complete Post-Implementation Phase;

2. Provide support for and communication to schools about this Agreement and to assist in scheduling and completing data collection;
3. Provide data from district records as agreed to and outline in approved IRB protocol which has been approved by JCPS and the Data Sharing Agreement effective March 25, 2020 and terminating on June 30, 2021;
4. Collaborate with UVA research team, as deemed valuable by both groups on public release (other than scientific papers) about findings from the evaluation;
5. Hire qualified teachers with experience in mindfulness and social emotional learning to implement the CSP curriculum;
6. Promote the implementation of the CSP curriculum with fidelity in schools receiving district funds to continue CSP;
7. Collaborate with UVA on Continued Development; and
8. Prior to use, obtain approval from UVA Communications for any use of UVA or school name, logo or other identifying information on websites, in publications or in any other manner.

II. Technical Supervision

Sponsor: Patrick Tolan (Director of Youth-Nex and Professor, Curry School) is the Principal Investigator/Administrator for the project. Alexis Harris, Research Assistant Professor in the Curry School oversees the evaluation project operations and implementation in Louisville, the collection of data, and working with JCPS on data access and report provision. She also manages the post-evaluation implementation collaboration and related training and professional development activities. Patricia Jennings, Professor in the Curry School, is the Co-Investigator and participates in and helps plan professional development programming. Dr. Tolan oversees all operations and administration and has ultimate responsibility for conduct of the evaluation study and for the implementation collaborations.

JCPS: Suzanne Wright, Director of Curriculum Management for JCPS, will serve as the Project Director. She will oversee the project within JCPS and serve as the primary liaison to the Principal Investigator.

III. Period of Performance

Performance under this Agreement shall begin March 24, 2020 and shall not extend beyond the estimated completion date of June 30, 2021 ("Term") unless the Term is further extended for additional periods under terms as may be mutually agreed upon in writing. Sponsor agrees to give JCPS notice in writing of its intention to continue the Project not less than sixty (60) days prior to the completion date.

IV. Data Sharing

A. UVA acknowledges that the data is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; the Kentucky Open Records Act, KRS

B. UVA and JCPS will enter into a separate data sharing/use agreement prior to JCPS providing any identifiable student data to UVA under this Agreement ("Data Sharing/Use Agreement"). For any project, involving data collection or research (e.g., Implementation Phase or Post-Implementation Phase), JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for Research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

C. Reporting: Sponsor must, at a minimum, provide to JCPS a report by January 31, 2021 and June 30, 2021 addressing the project's implementation, any impact and benefits on research interests available as outlined in Attachment A. UVA agrees to provide a report of primary evaluation findings to JCPS by 12/31/2021.

Reports should be submitted by email or mail to:

Dr. Leslie Taylor
VanHoose Education Center,

3332 Newburg Road
Louisville, KY 40218
leslie.taylor@jefferson.kyschools.us

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 other party at the respective addresses contained above. This Agreement may be terminated immediately by Sponsor 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 Sponsor be withdrawn, rescinded or otherwise cancelled beyond the control of the Sponsor.

VI. No Employment Relationship Created

None of the teachers hired by JCPS hereunder shall be considered employees of Sponsor and this Agreement shall not create an employment or joint employment relationship. JCPS has the sole authority to hire, supervise, train and discipline all teachers hired using funds provided by Sponsor. Sponsor is under no obligation to pay wages or provide benefits to any of the teachers.

VII. Modifications

No waiver, alteration or modification of the provisions in 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 University's Office of Sponsored Programs, P.O. Box 400195, Charlottesville, Va. 22904-4195 (phone: 434-924-4270; fax: 434- 982-3096).

VIII. This 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.

IX. Entire Agreement

This Agreement, together with any attachments hereto and any written amendment or modification that my hereafter be agreed to by the parties in accordance with paragraph 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 or written, relating hereto.

ACCEPTED:

Jefferson County Public Schools The Rector and Visitors of the University of Virginia

Marty Pollio, Ed.D
Superintendent

_____

William J. Schoelwer
Senior Contract Negotiator

Date

3/16/2020

Date

