

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF KENTUCKY  
AND  
JEFFERSON COUNTY PUBLIC SCHOOLS**

This Memorandum of Understanding ("MOU") is between the University of Kentucky (UK) and Jefferson County Public Schools (JCPS).

The purpose of this MOU is to develop a mutually beneficial partnership agreement between UK and JCPS, with particular regard to a research-practice partnership (RPP) between the University of Kentucky's School of Information Science and the JCPS's Social Studies Department.

In consideration of the mutual promises set forth below, UK and JCPS agree as follows:

**1. JCPS RESPONSIBILITIES**

- A. As the guiding purposes of this RPP is to better understand, and ultimately expand and extend, the quality and equality of civic and digital civic learning experiences and opportunities for all JCPS students, JCPS commits to supporting the UK researcher to collect JCPS data related to civic learning and teaching in equitable and sustainable ways, aligned with JCPS and UK IRB standards.
- B. JCPS will verify that the UK researcher has the appropriate documentation to serve in a researcher role at its sites (i.e., background or health checks appropriate to the site) and maintain the confidentiality of any results as required by federal and state law.
- C. JCPS will notify UK as soon as is reasonably possible of any injury or illness to the UK researcher while participating in research-practice partnership work at JCPS.
- D. JCPS may dismiss the UK researcher if the researcher violates its standards of conduct, mission or goals. JCPS will document its rationale for terminating the researcher and provide UK with a copy of the rationale upon request.
- E. In some instances of higher perceived risk, JCPS will be asked to maintain general liability coverage of at least \$1,000,000 per occurrence, \$3,000,000 aggregate and to provide evidence of coverage upon request.

**2. UK'S RESPONSIBILITIES**

- A. UK School of Information Science faculty, Dr. Daniela DiGiacomo, will advise and support JCPS SS lead, Mr. Ryan New, and his instructional support team in their efforts to amplify and extend high quality civic learning opportunities to all JCPS students. Duties and commitments include:

- i. Spearhead data collection efforts that are guided by the following research question: What is the quality and equality of civic and digital civic learning experiences and opportunities at JCPS?
    1. This research study has been approved by UK IRB (January 2020) and is pending approval at JCPS IRB.
    2. Methods include: Interviews with teachers, group interviews with students, and surveys with students in grades 6, 8, 11.
  - ii. Analyze data at the district and school level to provide JCPS SS team with equity-focused analysis of the landscape of civic and digital civic learning experiences and opportunities.
  - iii. In the context of regular professional development and professional learning meetings/time, share out relevant findings of data collection efforts with school leaders and teachers in ways that are supportive of broader JCPS instructional aims and that are consistent with new Kentucky Academic Standards for Social Studies.
  - iv. Exhibit professional, ethical and appropriate behavior when at JCPS.
  - v. Complete all assigned tasks and responsibilities given by JCPS SS team in a timely and efficient manner.
  - vi. Abide by the JCPS's rules and standards of conduct.
  - vii. Abide by the University of Kentucky's Ethical Principles and Code of Conduct (*Governing Regulation XIV*).
  - viii. Maintain the confidentiality of the JCPS's proprietary information, records and information concerning its clients and student in accordance with state and federal law (FERPA).
- B. Neither UK (including its officers, agents, or employees) nor JCPS assume any financial responsibility in the event a teacher or student is injured or becomes ill as a result of his/her participation in any professional development or data collection efforts related to this research-practice partnership.
- C. UK is an agency and instrumentality of the Commonwealth of Kentucky, and as such is vested with sovereign immunity and is subject to the provisions of the Kentucky Claims Commission, KRS 49.010 *et seq* for the recovery of tort claims made against the University, its agents, officers or employees.

### 3. GENERAL PROVISIONS

- A. This MOU will become effective beginning on the day after last party signed. This MOU will be reviewed annually on or around the anniversary of its effective date. This MOU may only be modified by the written agreement of the parties, duly signed by their authorized representative.
- B. This MOU may be terminated by either party after giving the other party 30 days written notice of the intent to terminate. If JCPS terminates this MOU, it will permit any student working at JCPS at the time of termination the ability to complete his/her work.
- C. This MOU does not document nor provide for the exchange of funds or manpower between UK and JCPS nor does it make a commitment of funds or resources.



- D. JCPS and UK will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. While participating in a learning activity at the JCPS, students are not officers, employees, or agents of UK or the JCPS.
- F. Nothing contained in this MOU confers on either party the right to use the other party's name without prior written permission or constitutes an endorsement of any commercial product or service by either party.
- G. UK and JCPS agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- H. Nothing in this MOU contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in the MOU later be credibly alleged, suspected, or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the MOU for a thirty (30) day period. If at the end of this period, no compromise can be reached, the MOU will be terminated.
- I. JCPS and UK accepts and understands that JCPS and UK is a state agency and is required to comply with Kentucky open records law which may require the disclosure of this agreement in the event of an open records request. UK accepts and understands that JCPS is also required to comply.
- J. Persons signing this MOU do so as official representatives of UK and JCPS and assume no personal liability.
- K. JCPS's administrator may be asked to provide authorization of use of photographs or other media to promote the collaboration of the JCPS and UK. This release can be found at [http://www.uky.edu/PR/Photo-Image\\_consent\\_form.pdf](http://www.uky.edu/PR/Photo-Image_consent_form.pdf)
- L. The intellectual property rights of work performed by UK researcher will be governed by any agreements signed between the UK researcher and JCPS as well as relevant state and U.S law.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the parties as of the date last written below.

**UNIVERSITY OF KENTUCKY**

**JEFFERSON COUNTY PUBLIC SCHOOLS**

\_\_\_\_\_  
Provost Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

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Martin A. Pollio, Ed.D.  
Superintendent