



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

TO: Jesse Bacon, Superintendent *J.B.*
Adrienne Usher, Assistant Superintendent

FROM: Troy Kolb, Director of Special Education *(TK)*

DATE: November 29, 2021

RE: Memorandum of Agreement: UofL CIBRIS

The Department of Special Education requests approval to enter into a partnership with the University of Louisville, via the university's College of Education and Human Development Center for Instructional and Behavioral Research in Schools Collaboration (CIBRIS). Through this agreement, representatives from the University of Louisville will work with BCPS to lead and improve services and learning for students, teachers, and educational leaders through data collection, analyses, and training experiences. The Memorandum of Agreement is attached for your review, having been reviewed and approved for submission to the Board by Eric Farris.

Please let me know if I can answer any additional questions.

**Memorandum of Agreement
between
University of Louisville
for its Center for Instructional and Behavioral Research in Schools Collaboration
and
Bullitt County Public Schools
for its research and training needs**

This Memorandum of MOA (hereinafter "MOA") is entered into between the Bullitt County Public Schools (hereinafter "BCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 1040 Highway 44 East, Shepherdsville, KY 40165 and the University of Louisville, (hereinafter "U of L"), a postsecondary institution with its principal place of business at 2301 S. 3rd Street, Louisville, Kentucky 40292.

WHEREAS, BCPS and U of L recognize that a partnership between U of L, via the University's College of Education and Human Development Center for Instructional and Behavioral Research in Schools Collaboration (hereinafter "CIBRIS"), and BCPS can lead and improve services and learning for students, teachers, and educational leaders throughout the BCPS school district through research data collection, data analyses, and training experiences.

NOW THEREFORE, in consideration of the mutual promises set forth in this MOA, BCPS and U of L agree that they will collaborate on this Research Practice Partnership described below.

I. U of L agrees to:

- a) Send a representative team member from UofL CIBRS will meet at least quarterly in a calendar year to discuss mutually beneficial collaborations;
- b) Share at least quarterly in a calendar year a minimum of one research finding that advances;
- c) Explore research data collection and data analyses projects for BCPS showing how they will benefit the BCPS;
- d) Recommend training and development opportunities for BCPS demonstrating how they will benefit the BCPS;
- e) Identify at least one mutually beneficial project that may engage UofL CIBRIS staff into a project that improves services and learning for BCPS students, teachers, or educational leaders.
- f) Follow the CDC, Kentucky Healthy at Work, and Healthy at School guidance for safety during the period of the COVID-19 pandemic.

II. Bullitt County Public Schools agree to:

- a) Assign meeting space, as needed, at BCPS for U of L to conduct research data collection, analyses, and trainings. BCPS will provide any support for effectively operating technology and equipment.
- b) Share any issues or challenges to U of L for which BCPS is seeking input or assistance.
- c) Arrange and outline steps and commitments, when applicable, for UofL to provide assistance, training, or other support to help address needs identified by BCPS.
- d) Support U of L CIBRS research efforts that are seen as relevant to district priorities.

III. General Conditions:

- a) Both parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b) Both parties must agree on any support or research activity in order for plans to move forward.
- c) This agreement does not involve the exchange of money for services, and any such agreements would occur outside the scope of this agreement; however, a separate arrangement will outline any contract work to be arranged and delivered.

IV. Period of Performance:

This MOA shall be in effect for the period beginning November 15, 2021 and ending June 30, 2023. Either party may terminate this MOA by giving the U of L 30 days' written notice. The Bullitt County Board of Education may terminate this MOA immediately in the event that student confidentiality or safety is deemed to be in jeopardy or for any other reason the Superintendent determines is in the best interest of the school.

V. Termination:

The MOA may be terminated by either party with or without cause upon no less than thirty (30) days written notice to either party. This MOA may be terminated immediately by BCPS upon ten (10) business days' written notice to U of L for its failure to cure a material breach of this MOA.

VI. Modification:

No waiver, alteration or modification of the provisions of this MOA shall be binding unless in writing and mutually agreed upon by both BCPS and U of L.

VII. Equal Opportunity:

During the performance of this MOA, U of L 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 JCPS employee, student or student's, parent or guardian 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 or limitations related to pregnancy, childbirth, or related medical conditions.

VIII. Independent Parties:

In the performance of the duties and obligations imposed on each party by this MOA, it is mutually understood and agreed that U of L is at all times acting as an independent contractor with respect to BCPS, and neither party shall be construed to be an agent or representative of the U of L.

IX. Captions:

Section titles or captions contained in the MOA are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this MOA or the intent of any provisions hereof.

X. Entire MOA:

This MOA contains the entire MOA between BCPS and U of L and supersedes any and all prior MOA executed contemporaneously with the execution of the MOA and incorporated herein by reference shall remain in full force and effect.

IN TESTIMONY THEREFORE, the parties have caused this MOA to be executed in their respective name, on the day and year signed below, with the effective date as of November 15, 2021.

BULLITT COUNTY PUBLIC SCHOOLS

Dr. Jesse Bacon
Superintendent

Date

UNIVERSITY OF LOUISVILLE

Lori Stewart Gonzalez

Dr. Lori Stewart Gonzalez
Executive Vice President
and University Provost

11/16/2021

Date

RECOMMENDED BY:

Amy S. Lingo

Dr. Amy S. Lingo

Date

Interim Dean

College of Education and Human Development