

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
University of Louisville
And
Bluegrass Community Foundation**

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218, the University of Louisville, (hereinafter "UofL"), a postsecondary institution with its principal place of business at 2301 South 3rd Street, Louisville, Kentucky 40292, and Bluegrass Community Foundation with its principal place of business at 499 East High Street, Suite 1123, Lexington, Kentucky 40507.

WHEREAS the 2892 Miles to Go - Geographic Walk for Justice (hereinafter "2892 Project") is a program of the Bluegrass Community Foundation.

WHEREAS UofL, through the University of Louisville Center for Geographic Information Sciences (hereinafter "ULCGIS"), is collaborating with the 2892 Project, which uses a social justice lens paired with geo-inquiry practice to drive authentic learning.

WHEREAS ULCGIS and the Bluegrass Community Foundation desire to enter a partnership with JCPS to support the 2892 Project in JCPS.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, JCPS, Bluegrass Community Foundation and ULCGIS agree that they will collaborate on the 2892 Project as described below.

- I.** Bluegrass Community Foundation through the 2892 Project agrees to:
- a) Recruit individuals to work as Community Wayfinders for the 2892 Project.
 - b) Train and support Community Wayfinders to do the following for the 2892 Project:
 - 1) Facilitate workshops at ULCGIS for educators directly involved in the 2892 Project to teach geospatial technology skills like web mapping, Story Map creation, and cartographic design principles with materials and resources from 2892 Miles to Go Education.
 - 2) Host on-campus workshops at ULCGIS for students directly involved in the 2892 Project to teach geospatial technology skills with materials and resources from 2892 Miles to Go.
 - 3) Facilitate hands-on exhibits or workshops at events related to the work of the 2892 Project that may include educators, students, parents, and the community.

- c) Only after approval from the JCPS Institutional Review Board (IRB), collect any data or information or administer surveys to students and/or staff.
- d) Not re-disclose any individual – level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by JCPS.
- e) Not use the name or logo of JCPS, Justice Now, or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS Chief of Communications.
- f) Bluegrass Community Foundation will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.

II. ULCGIS agrees to:

- a) Host on-campus workshops for educators directly involved in the 2892 Project to teach geospatial technology skills like web mapping, Story Map creation, cartographic design principles, etc., with materials and resources from 2892 Project.
- b) Host on-campus workshops for students directly involved in the 2892 Project to teach geospatial technology skills with materials and resources from 2892 Project
- c) With approval from JCPS Information and Technology, act as a software and technology access point for participants by hosting geospatial materials developed over the course of the 2892 Project.
- d) Develop supporting materials such as an archival map that organizes projects over time and across Louisville.
- e) Follow all JCPS health and safety guidelines when staff, students, or volunteers enter JCPS buildings.
- f) Only after approval from the JCPS Institutional Review Board (IRB), collect any data or information or administer surveys to students and/or staff. UofL is responsible for submitting an application to the JCPS IRB before beginning this Project.
- g) Not re-disclose any individual – level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by JCPS.
- h) Not use the name or logo of JCPS, Justice Now, or individual JCPS schools in printed materials, websites, videos or social media without prior approval from

JCPS Chief of Communications.

- i) No contractor, employee, intern, or volunteer shall be utilized to supervise students or deemed to have the authority to supervise students unless the volunteer has been designated to supervise students by the Principal and approved by the Superintendent/designee. The volunteer has undergone all required records check.
- k) UofL will ensure that the volunteers/contractors/employees under the supervision of JCPS staff shall comply in all material respects with all applicable laws and regulations and all applicable JCPS policies and procedures of which JCPS informs UofL.
- l) If the performance of this Agreement involves the transfer by JCPS to UofL of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), UofL agrees to:
 - 1) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.
 - 2) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than UofL and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - 3) Require all employees, contractors, volunteers, and agents of UofL to comply with all applicable provisions of FERPA with respect to any such data. UofL shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - 4) 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. UofL 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 this agreement.
 - 5) 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 UofL 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.

- 6) Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which UofL no longer needs it for the purposes of this Agreement. UofL will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- m) JCPS retains the right to audit UofL's compliance with the confidentiality requirements of this provision.
- n) For any projects, involving research, program evaluation, monitoring activities, or data collection of any kind, 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 purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- n) UofL acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- o) UofL will maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- p) UofL understands and agrees that the 2892 Project may not interfere with the instructional program of JCPS.
- q) To the extent that JCPS facilities are closed to students or restricted to visitors, those facilities will also be unavailable to UofL and Bluegrass Community Foundation. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to UofL, Bluegrass Community Foundation, or 2892 Project staff, students, volunteers or contractors.

III. JCPS agrees to:

- a) Pay for three Community Wayfinders during the 2021-22 and 2022-23 school years to facilitate 2892 Project with participating teachers. Amount to be paid will not exceed \$12,500 per Community Wayfinders per year. JCPS Academic Services will make payment directly to the individual Community Wayfinders.

- b) Provide stipends or extra service pay for participating teachers for professional learning, curriculum development, and instruction according to approved 2021-22 and 2022-23 Extra Service Pay Rates. Total hours to be paid will not exceed 30 hours per teacher.
- c) Pay for programmatic operations and materials cost to 2892 Project. Amount to be paid will not exceed \$30,000 for each school year and will be paid as reimbursement directly to the individual Community Wayfinders as applicable.
- d) Recruit participating teachers.
- e) Designate a liaison to work directly with the 2892 Project, Community Wayfinders, and ULCGIS.
- f) Coordinate the professional learning experiences with Community Wayfinders and ULCGIS for participating teachers.

IV. General Conditions

- a) All parties will designate individual(s) to serve as liaison in order to facilitate matters in a reasonable and timely manner.
- b) Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.

V. Period of Performance and Termination

This Agreement shall be in effect for the period beginning March 30, 2022 and ending June 30, 2023. Any party may terminate this Agreement with or without cause by giving the others 30 days' written notice. The Jefferson County Board of Education may terminate this Agreement 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. This Agreement may be terminated immediately by JCPS upon ten (10) business days' written notice to UofL for its failure to cure a material breach of this Agreement.

VI. Modification

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by JCPS, Bluegrass Community Foundation and UofL.

VII. Equal Opportunity

During the performance of this Agreement, UofL and Bluegrass Community Foundation 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 Agreement, it is mutually understood and agreed that UofL and Bluegrass Community Foundation are at all times acting as an independent contractor with respect to JCPS, and no party shall be construed to be an agent or representative of the other party.

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, Bluegrass Community Foundation and UofL regarding Project 2892 and supersedes any and all prior Agreements.

IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of March 30, 2022.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

BLUEGRASS COMMUNITY FOUNDATION

Brian Dineen
Senior Vice President Finance

Date

UNIVERSITY OF LOUISVILLE

By: _____
Brennan Cox
Assistant Director, Office of Sponsored Programs Administration

Date: _____

