

**Memorandum of Agreement
Between
Jefferson County Board of Education
And
University of Louisville
Research Foundation, Inc.**

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 and University of Louisville Research Foundation, Inc. ("ULRF"), a Kentucky 501(c)(3) nonprofit corporation as the agent of the University of Louisville ("ULRF") for receiving grants and research documents from external funding sources and which owns and controls intellectual property on behalf of ULRF, located at 300 East Market Street, Suite 300, Louisville, KY 40202-1959 (collectively hereinafter "ULRF").

WHEREAS, the University of Louisville College of Education and Human Development (CEHD) has implemented the Signature Partnerships Schools Initiative to provide a clinical training model for education professionals in multiple JCPS schools including the Academy @ Shawnee (SHAWNEE). JCPS and ULRF have entered into a separate Agreement for an extended partnership with ULRF, via the CEHD concerning the placement of the University of Louisville Cardinal Success Program (CSP) in a location provided by JCPS at SHAWNEE.

WHEREAS CEHD has received funding from the Jewish Heritage Fund for Excellence to evaluate the impact of the Cardinal Success Program on JCPS students. CEHD is providing some of the funding to JCPS to collect and analyze student data as part of the CSP program evaluation (hereinafter 'Project').

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

I. ULRF/CEHD agree:

- A. ULRF will provide funding to JCPS to have a support staff substitute to perform the data collection and analysis outlined in Attachment B. Only the data analysis deliverables described and listed in Attachment A will be provided by JCPS.
- B. That the services shall be provided in a manner that does not permit personal identification of parents and students by ULRF/CEHD.
- C. To only use the reports only for the purpose of the project described above. The data shall not be used for personal gain or profit.
- D. To direct all communication regarding the evaluation of the CSP and data collection and analysis to Accountability, Research and Systems Improvement Executive Administrator and not give

direction or tasks directly to the substitute support staff employed by JCPS for the CSP Evaluation.

- E. Work will end on June 30, 2023, when all \$10,000 is spent, or when all reports are completed, whichever occurs first.
- F. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- G. All employees, volunteers and contractors (including employees of contractors) of ULRF 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 administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. No contractor, employee, intern, or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, and the volunteer has undergone the required records check.
- I. Prohibit contractors, employees, interns, and volunteers under this AGREEMENT from performing services under this AGREEMENT and from remaining upon the premises of a JCPS facility for any purpose under this AGREEMENT if the contractor, employee, intern or volunteer has been convicted of the following:
 - 1) Any conviction for sex-related offenses;
 - 2) Any conviction for offenses against minors;
 - 3) Any conviction for felony offenses except as provided in number 6 below;
 - 4) Any conviction for deadly weapon-related offenses;
 - 5) Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 - 6) Any conviction for violent, abusive, threatening or harassment related offenses; OR other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.
 - 7) Contractors, employees, interns, and volunteers under this AGREEMENT shall immediately notify direct supervisor if they are convicted of or plead guilty to one of the criminal offenses listed above and shall immediately cease providing services under this AGREEMENT and shall not remain upon premises of a JCPS facility for any purpose under this AGREEMENT.

- J. ULRF will require 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 ULRF.
- K. If the performance of this AGREEMENT involves the transfer by JCPS to ULRF 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"), ULRF 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 ULRF and its employees, contractors, volunteers, and agents, without the 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 ULRF to comply with all applicable provision of FERPA with the respect of any such data. ULRF shall require and maintain confidentiality Agreements or otherwise require professional obligations of confidentiality 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. ULRF shall notify JCPS within 72-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, maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of ULRF 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 it is no longer needed by ULRF for the purposes of this AGREEMENT. ULRF will require all employees, contractor, volunteers, or agents of any kind to comply with this provision.

- L. JCPS retains the right to audit, at its own expense and during the course of normal working hours, ULRF's compliance with the confidentiality requirements of this provision.
- M. 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 and 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. ULRF 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. ULRF 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. ULRF understands and agrees that the Project may not interfere with the instructional program of JCPS.
- Q. To the extent that JCPS facilities are closed to students or restricted for visitors, those facilities will also be unavailable to ULRF. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to ULRF.

II. Jefferson County Public Schools agrees to:

- A. Prepare student demographic data for the purpose of matching to a control group.
- B. Prepare student academic data to deliver in final aggregated reports as defined in Attachment A.
- C. No personally identifiable information will be provided to ULRF or CEHD.
- D. After the initial data is provided for the requested student population, JCPS will not provide supplementary data for additional students.
- E. Pay a JCPS support staff substitute salary and fringe benefits from the funding provided by ULRF, according to the approved salary schedule.
- F. Performing the work outlined in Attachment A is contingent upon JCPS hiring a substitute support staff and the substitute support staff working as directed by JCPS for the Agreement Period of Performance in section IV.
- G. Consider CEHD's recommendation for the support staff substitute position and provide up to 60 hours of training, including any mandatory JCPS staff trainings.
- H. Provide basic technical support to extract the demographic and outcomes data described in Attachment A from the JCPS student information system, Infinite Campus.

- I. While working as a JCPS support staff substitute, the substitute will be bound by all JCPS policies and procedures applicable to JCPS employment.

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. Failure to comply with the foregoing provisions will constitute just cause for JCPS to immediately terminate this AGREEMENT pursuant to Article IV of this AGREEMENT.

IV. Period of Performance and Termination:

This AGREEMENT shall be in effect for the period beginning July 1, 2022 and ending June 30, 2023. Work will cease on June 30, 2023, when all \$10,000 is spent, or when all reports are completed, whichever occurs first. 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 ULRF for its failure to cure a material breach of this Agreement.

V. Payment

- A. ULRF will provide \$10,000 for JCPS to pay the salary, fringe benefits, and indirect costs of a support staff substitute to do the data collection and analysis as outlined in Attachment B. Work will cease on June 30, 2023, when all \$10,000 is spent, or when all reports are completed, whichever occurs first.
- B. JCPS will submit quarterly invoices to ULRF beginning October 1, 2022 for reimbursement of expenses.
- C. Detailed invoice will be submitted to:

Dr. Patrick Pössel
College of Education and Human Development
University of Louisville
Louisville, Kentucky 40292

VI. Modification:

No waiver, alteration or modification of the provisions of this AGREEMENT shall be binding unless in writing and mutually agreed upon by both JCPS and ULRF.

VII. Equal Opportunity:

During the performance of this AGREEMENT, ULRF 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 ULRF 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 ULRF.

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 ULRF and supersedes any and all prior Agreement executed contemporaneously with the execution of the AGREEMENT and incorporated herein by reference shall remain in full force and effect.

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 July 1, 2022.

JEFFERSON COUNTY PUBLIC SCHOOLS:

Marty Pollio, Ed.D
Superintendent

Date

UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC:

Brennan Cox
Assistant Director
UofL Clinical Contracts Division

Date

UofL PRINCIPAL INVESTIGATOR:

Read & acknowledged.

Signature

Date

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

JCPS will collect and analyze data points in the following order as time allows. The support staff substitute employed by JCPS will pull data from Infinite Campus, run analyses, and create report(s) with aggregate outcome data. Priority will be data for students receiving individual counseling and matched group for each cohort; if time permits data for students receiving group counseling will be provided. The student demographic data will be used for the control group match and the academic outcome data delivered will be in aggregated reports. Please see the data details below which outline the priority of task as time allows. Including the descriptor of the deliverables.

Data Details

Task Type	Treatment Group - Individual Counseling				Control Group		
	Demographics for control group match	Outcomes first semester prior to treatment	Outcomes first semester during treatment	Outcomes first semester after treatment	Data Analysis – Deliverable 1	Outcomes during the same time period as the individual counseling students' first semester after treatment	Data Analysis – Deliverable 2
Primary task	1) school 2) grade 3) age 4) sex 5) race	1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) Analyze outcomes of students in the Treatment Group - Individual counseling by semesters. This is an unidentifiable aggregated analysis report.	1) school 2) grade 3) age 4) sex 5) race 1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) Analyze outcomes of students in the Treatment Group - Individual counseling compared to control group. This is an unidentifiable aggregated analysis report.

Task Type	Treatment Group - Group Counseling				Control Group			
	Demographics for control group match	Outcomes first semester prior to treatment	Outcomes first semester during treatment	Outcomes first semester after treatment	Data Analysis - Deliverable 3	Demographics for control group match	Outcomes during the same time period as the group counseling students' first semester	Data Analysis - Deliverable 4
Secondary task	1) school 2) grade 3) age 4) sex 5) race	1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) Analyze outcomes of students in the Treatment Group - Group counseling by semesters. This is an unidentifiable aggregated analysis report.	1) school 2) grade 3) age 4) sex 5) race	1) GPA 2) Percent Attendance 3) Number of out-of-school suspensions	1) Analyze outcomes of students in the Treatment Group - Group counseling compared to control group. This is an unidentifiable aggregated analysis report.

ATTACHMENT B

UofL Cardinal Success Program Evaluation
July 1, 2022 - June 30, 2023
Project Director : Dr. Dena Dossett

Salary

Part-time support staff	\$8,888
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Fringe Benefit

Liability Insurance	\$44
FICA	\$551
Medicare Match	\$129
Unemployment Insurance	\$60
Workers Compensation	\$23

Total Direct Cost	\$9,695
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Indirect Cost @ 3.15%	\$305
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TOTAL	\$10,000
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Non-Federal Demonstration Partnership (FDP) Subrecipient – Commitment Form

Pass-Through Entity (PTE) Information

PTE Legal Name: University of Louisville Research Foundation, Inc.	PTE UEI #: E1KJM4T54MK6
PTE Principal Investigator (PI) Name: Patrick Pössel	
PTE PI's Email address: patrick.possel@louisville.edu	PTE PI's Phone #: 502-852-0623
PTE Internal Project Identifier (optional): OGMB210200	

Subrecipient (Sub) Information

Sub Legal Name: Jefferson County Board of Education d/b/a Jefferson County Public Schools		
Sub DUNS #: R5D3NH1SNPA7 (UEI)	Sub EIN #: 61-6001316	
Sub Congressional District: KY-003	Registered in System for Award Management (SAM): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Sub Address: VanHoose Education Center, 3332 Newburg Road		
City: Louisville	State: Kentucky	Zip: 40218
Sub Principal Investigator (PI) Name: Dr. Dena Dossett		
Sub PI's email address: Dena.Dossett@jefferson.kyschools.us	Sub PI's Phone #: 502-485-3036	
Sub Internal Project Identifier (optional):		

Sub Administrative Contact

Sub Admin. Name/Title: Becky Crump, Director Resource Development	
Sub Admin. Email address: becky.crump@jefferson.kyschools.us	Sub Admin. Phone #: 502.485.3290
Sub Email for Award Notifications (if different from above):	

Project Information

Project Title: Cardinal Success Program Evaluation			
Prime Awarding Agency: Jewish Heritage Fund for Excellence			
Project Period	Start: 07/01/2022	End: 06/30/2023	Total Proposed Amount: \$ 10,000
Cost Sharing:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Total Cost Share Amount: \$ 0
Fixed Amount proposed Subaward (per 2 CFR §200.45):		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Address where project will be performed: 3332 Newburg Road			
City: Louisville	State: Kentucky	Zip: 40218	
Human Subjects:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, please provide Institutional Assurance Number (FWA #):	Covered by MOA as required by JCPS
Vertebrate Subjects:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If YES, please provide Institutional Assurance Number (OLAW #):	

Debarment and Suspension

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Entity, PI, or any other employee or student participating in this project is presently debarred, suspended, proposed for debarment, or deemed ineligible, or otherwise excluded from or ineligible for participation in federal assistance programs, federal contracts, or activities.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Within three previous years, Entity or PI has had one or more contracts terminated for default by any federal agency.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Entity, its officers, PI, or any other employee or student participating in the project recently indicted for, or otherwise criminally or civilly charged by a government entity.
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Within three previous years, subrecipient or PI has been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Attach an explanation if you answer "Yes" to any of the four statements above. Depending on the explanation, PTE will make a determination whether or not it will be possible to establish a sub agreement with your organization.

Prior Federal Audits

☐ Yes ☒ No Within three previous years, Entity has been audited by a federal auditor (e.g. OIG).

Financial Conflict of Interest (FCOI) Compliance Statement – Please check the appropriate response below:

- ☒ Subrecipient organization certifies that it has an active and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F, “Responsibility of Applicants Promoting Objectivity in Research” and 45 CFR Part 94 “Responsible Prospective Contractors.” Subrecipient also certifies that, to the best of their knowledge,
- (1) all financial disclosures will be made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy, and
 - (2) all identified financial conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with subrecipient’s conflict of interest policy prior to the expenditure of any funds under any resultant agreement and within a manner sufficient to enable timely FCOI reporting.

☐ Subrecipient does not have an active and/or enforced conflict of interest policy (as stated above) and agrees to follow UofL’s policy, if deemed necessary by UofL. UofL’s policy can be found at <http://www.louisville.edu/conflictinterest>

By signing below, Subrecipient certifies that the required training related to Conflict of Interest will be completed by all key personnel prior to engaging in any research related to any federally funded award. Training may be accessed by contacting: coioff@louisville.edu.

Facilities and Administrative (F&A) costs included in this proposal have been calculated based on the following:

☐ Subrecipient’s federally negotiated F&A rate for this type of work – Attach a copy of your current rate agreement or URL Link:

☒ Other rates – Specify the basis on which the F&A rate has been calculated (e.g. Prime-specified rate or De-Minimis):
Determined by the Kentucky Department of Education

☐ Not applicable – No F&A costs are requested by the subrecipient

Single Audit and Financial Status – Please check the appropriate response below:

☒ Subrecipient is required to have an annual audit in accordance with Single Audit Requirements in 2 CFR 200.

☐ Audit is available on the Federal Audit Clearinghouse.

☒ Most recent audit report is available at URL: <https://www.jefferson.kyschools.us/departments/business-services-division/financial-services/accounting-services/comprehensive-annual>

☐ Subrecipient is NOT required to have an annual audit in accordance with Single Audit Requirements in 2 CFR 200. Subrecipient is a:

☐ Non-profit entity (under federal funding threshold)

☐ Foreign entity

☐ For profit entity

☐ Government entity

☐ Other, Explain:

Subrecipients NOT required to have an annual Single Audit must complete the Subrecipient Financial Questionnaire on page 3.

The following documents are attached to this Commitment Form:

☐ Sub Statement of Work ☐ Sub Detailed Line Item Budget ☐ Sub Budget Justification ☐ Other: _____

The information, certifications, and representations above have been read, signed and made by an authorized official of the subrecipient named herein. The appropriate programmatic and administrative personnel of the Subrecipient involved in this application are aware of the prime awarding agency’s policies, agree to accept the obligation to comply with award terms, conditions and certifications, and are prepared to establish the necessary inter-institutional agreement consistent with that policy.

Any work begun and/or expenses incurred prior to the full execution of a subaward agreement are at the Subrecipient’s own risk.

Signature of Subrecipient’s Authorized Official

Date

Name and Title of Authorized Official

Subrecipient Financial Questionnaire

This form is to be completed if the Subrecipient is NOT required to have an annual audit in accordance with Single Audit Requirements in 2 CFR 200.

Subrecipient Maturity

- ☐ 10+ years of Experience
☐ 5 – 10 years of Experience
☐ Subrecipient is start-up (less than 5 years of Experience)

General Financial and Audit Information

Subrecipient has experience receiving same or similar sponsored awards Yes ☐ No ☐

Annual financial statements have been audited by an independent firm Yes ☐ No ☐

If yes, provide a copy or link to the most recent financial statements for your organization:

Fiscal Responsibility and Internal Controls

Structure of the Subrecipient provides an adequate segregation of duties in regards to:

- ☐ Posting and approval of journal entries to the accounting system
☐ Cash management, including cash drawdowns and requests for reimbursement
☐ Review and approval of expenditures and procurements
☐ Review and approval of financial, performance and other required reports

Accounting System

Subrecipient certifies that its accounting system is in accordance with generally accepted accounting principles and:

- ☐ Has the capability to identify the receipt and expenditure of funds separately for each award
☐ Has the capability to identify all U.S. Federal funds under the appropriate CFDA Program and number
☐ Has the capability to record costs according to the line-item categories in the award's budget
☐ Has the capability to record and properly document all cost share/matches, if applicable
☐ Has the capability to provide for the segregation of direct and indirect (F&A) expenses

Funds Management

Disbursements are properly documented with evidence of receipt of goods or performance of services. Yes ☐ No ☐

Documentation of Personnel Costs

Subrecipient has an appropriate and adequate effort reporting system, including proper review and approval of time allocation. Yes ☐ No ☐

Procurement

Subrecipient has a procurement system that meets the requirements of 2 CFR 200. Yes ☐ No ☐

Subrecipient has procedures to ensure procurement at competitive prices. Yes ☐ No ☐

Property Management

Subrecipient has policies and procedures in place to ensure compliance with requirements in 2 CFR 200 for real property acquisition, appraisal, negotiation and relocation. Yes ☐ No ☐

The information, certifications and representations above are accurate and current and have been read and made by an official of the Entity named herein that is authorized to make such certification on behalf of the entity.

