

**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 Center for Instructional and Behavioral Research in Schools ("CIBRS") to promote and fund research and community outreach related to the prevention of student failures (academic, social, health, mental health) in educational settings. CIBRS' research is focused on the application of scientific methods to understand how specific actions can be implemented to prevent student failure and improve outcomes for all students.

WHEREAS CIBRS has offered to help Eastern High School ("EHS") enhance their multi-level prevention system to support student achievement and social-emotional behavioral competencies through integration of differentiated core instruction, assessment, and intervention (hereinafter "Project").

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

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and ULRF/CEHD agree as follows:

**1. Duties of JCPS/EHS:**

- a. Will work with CIBRS to identify an appropriate date for scheduling observations.
- b. After review and approval by the JCPS IRB, will provide a notification to staff that Project is approved by the UofL and JCPS Institutional Review Boards.
- c. Will facilitate observers scheduling in different classrooms on the observation date.

## **2. Duties of ULRF/CEHD:**

- a. Will schedule to send observers to the school to observe participating teachers for 15 minutes during an instructional activity.
- b. Complete observations within one or two school days.
- c. Collate all observations and create a report with graphs and explanations to be sent to EHS.
- d. Delete all observation data from the database so that it cannot be used for any other purposes.
- e. 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.
- f. For any projects involving program evaluation, monitoring activities, or data collection or research 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.
- g. If the performance of this Agreement involves the transfer by JCPS to ULRF/CEHD 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/CEHD agrees to:
- h. 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.
  - i. 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/CEHD 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.
  - ii. Require all employees, contractors, volunteers, and agents of ULRF/CEHD to comply with all applicable provisions of FERPA with respect to any such data. ULRF/CEHD shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.

- iii. 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/CEHD 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.
- iv. 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 ULRF/CEHD 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.
- v. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date by which ULRF/CEHD no longer needs it for the purposes of this Agreement. ULRF/CEHD will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- i. JCPS retains the right to audit ULRF/CEHD's compliance with the confidentiality requirements of this provision. If the performance of this Agreement involves the transfer by JCPS to ULRF/CEHD 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/CEHD agrees to:
- j. ULRF/CEHD 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.
- k. 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.
- l. Require all ULRF/CEHD 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. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
  - i. Any conviction for sex-related offenses.
  - ii. Any conviction for offenses against minors.
  - iii. Any conviction for felony offenses, except as provided below.
  - iv. Any conviction for deadly weapon-related offenses.

- v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
  - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
  - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- m. ULRF/CEHD staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
  - n. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to ULRF/CEHD. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to ULRF/CEHD.

### **3. Mutual Duties:**

- a. Each party shall not discriminate based on 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
  - b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.
  - c. The respective administrative offices of JCPS and ULRF/CEHD who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term:** This Agreement shall be effective commencing September 14, 2022 and shall terminate on June 30, 2023. The Agreement may be extended by mutual written agreement of JCPS and ULRF/CEHD.
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, ULRF/CEHD will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective.

6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and ULRF/CEHD.
7. **Independent Parties**: JCPS and ULRF/CEHD are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students, and invitees.
8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and ULRF/CEHD concerning the CSP and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision.
11. **Counterparts**: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument.
12. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**JEFFERSON COUNTY PUBLIC SCHOOLS:**

\_\_\_\_\_  
Marty Pollio, Ed.D  
Superintendent

\_\_\_\_\_  
Date

**UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, INC:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**UofL PRINCIPAL INVESTIGATOR:**

**Read & acknowledged.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date