

# Memorandum of Agreement Between Jefferson County Board of Education And Spalding University

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 Spalding University (hereinafter "Spalding"), a private university with its principal place of business at 306 West Breckinridge Street, Louisville, Kentucky 40203.

WHEREAS, JCPS has been awarded grant funding from the Wallace Foundation to develop a comprehensive, aligned principal pipeline to benefit student achievement, and produce equity-centered leaders who can help bring a district's vision of equity to fruition. The initiative seeks to benefit both participating districts and yield broadly applicable approaches that other districts can adapt to their own contexts.

WHEREAS, the Wallace Foundation requires university partners be part of this initiative, the Wallace Foundation Equity Centered Pipeline Initiative (hereinafter "Project"). Wallace Foundation has determined the amount of funding JCPS must provide to university partners.

WHEREAS, JCPS and Spalding, through the College of Education, desire to engage in the Project to develop a comprehensive, equity-centered pipeline for school and district leaders.

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

## I. Spalding agrees to:

- A. Align work for this Project with the Scope of Work and approved Wallace budget. (\*See Appendix A)
- B. To track all expenditures of funds against the approved Wallace budget.
- C. Maintain a record of all expenditures for a period extending at least five (5) years following the expenditure by Spalding of all funds received from JCPS and to permit JCPS or its representatives reasonable access during regular business hours to such financial records for the purpose of making such financial audits, verifications, or other evaluations as JCPS deems necessary or appropriate, including the right to make copies of such information.
- D. Not use the logo of JCPS or Wallace Foundation without prior permission.

- E. All employees, volunteers and contractors (including employees of contractors) of Spalding 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 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 and neglect records maintained by the Cabinet for Health and Family Services.
- F. 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, and the volunteer has undergone the required records check.
- G. 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 below;
  - 4. Any convictions for deadly weapon-related offenses;
  - 5. Any conviction for drug-related offenses, including felony 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.
- H. Spalding 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 Spalding.
- I. If the performance of this Agreement involves the transfer by JCPS to Spalding 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"), Spalding agrees to:

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- 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 Spalding 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 Spalding to comply with all applicable provisions of FERPA with respect to any such data. Spalding 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 expect as necessary to fulfill the purposes of this Agreement. Spalding 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 section ii of this provision.
- 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 Spalding 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 Spalding for the purposes of this Agreement. Spalding will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- J JCPS retains the right to audit Spalding's compliance with the confidentiality requirements of this provision.
- K 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.

L. Spalding knowledges 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.

#### Il. Jefferson County Public Schools agrees to:

- A. Provide Spalding with funding in the amount of \$550,000 with the possibility of an additional \$50,000 to support work directly connected to the JCPS Equity Centered Leadership Project as outlined in the scope of work, Wallace approved budget and Wallace approved work plan.
- B. Ensure the development of a strategic plan of action that outlines a comprehensive equity centered JCPS Leadership Academy for aspiring and current district leaders.
- C. Ensure the development of program deliverables to the Wallace Foundation. (\*See Appendix A)
- D. Ensure the submission of required progress and financial reports to the Wallace Foundation.

#### Ill. Period of Performance:

This Agreement shall be in effect for the period beginning September 1, 2022, through September 30, 2023.

#### IV. Payment

- A. Funds are to be used as agreed-upon and represented in this Agreement, including appendices, and may not be used in any other way or for any other purpose without JCPS' prior written approval. Spalding will receive payment by submitting invoices, no more than monthly reimbursements, detailing the amounts paid under each budget category for the previous month (amount spent and a narrative for each expense line and backup documents such as invoices or other records of expenses). After rSeeview and approval by the JCPS Director of Leadership and Professional Development, the approval along with the invoice will be submitted to JCPS Grants and Awards by the 15th of each month.
- B. Spalding will submit the invoice as described above no later than the 10th of the month for previous month expenses. Additional documentation may be requested to verify expenses.

C. Detailed invoices should be submitted to:

Faith Stroud, Director of Leadership and Professional Development Camp Edwards Jefferson County Public Schools 701 South Hancock Street Louisville, KY 40203

- D. If the approved budget includes indirect costs, such costs will be identified in a separate budget line and cannot exceed 15% of direct costs.
- E. If Spalding expects to have unexpended funds at the end of the Period of Performance, at least three months prior to the Agreement end date, Spalding should have a discussion with JCPS Director of Leadership and Professional Development. A request to use the unexpended funds should identify the amount of remaining funds and a proposed plan for spending down.

#### V. Termination

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

#### 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 Spalding.

#### VII. Equal Opportunity

During the performance of this Agreement, Spalding 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. Compliance with Anti-lobbying Regulations

Because the Internal Revenue code (specified in the Wallace MOU) places certain restrictions on the use of grants made by private foundations such as Wallace Foundation, Spalding agrees that no portion of this funding may be used for lobbying or to attempt to influence legislation (within the meaning of section

4945 (d)(l) of the Internal Revenue Code) or the outcome of any specific public election, or for voter registration within the meaning of section 4945(d)(2) of the Internal Revenue Service Code.

#### IX. Compliance with Anti-terrorism Regulations

Spalding agrees to abide by United States laws, statutes and regulations prohibiting the financing of terrorism and restricting U.S. persons from dealing with any individuals, entities, or groups subject to sanctions by the U.S. Treasury Department's Office of Foreign Assets Control. Spalding will not promote, support, or engage in violence, terrorism, or the destruction of any State, nor will make subgrants or other payments to any entity that engages in such activities.

# X. Withholding Payment and Termination or Expiration of Funding

JCPS reserves the right to withhold payment or terminate this Agreement under any of the following circumstances:

- A. Spalding fails to comply with the terms and conditions of this Agreement.
  - B. Any representations or warranties by Spalding shall be or become untrue, and such failure or misrepresentation has not been corrected within thirty (30) days of receiving written notice from JCPS describing such failure. In such event JCPS shall provide a written notice of cancellation specifying a date of cancellation of not less than thirty (30) days from the date of such cancellation notice.
  - C. Significant changes in the Spalding leadership or key project staff occur that may threaten the implementation of the Project.
  - D. Spalding becomes unable for any reason to carry out the purpose of the Agreement.
  - E. In the event of termination of this Agreement, or upon expiration of the Wallace Foundation ECPI grant, previously approved expenditures and obligations incurred in good faith prior to the effective date of termination or expiration date, as the case may be, shall be considered authorized expenses under this Agreement. All other funds must be returned to JCPS within ten (10) business days of the effective date of termination or expiration, as the case may be.

#### XI. Publications, Presentations and Materials

- II. If during the term of the Agreement, Spalding creates publications or other public material related to the scope of this Agreement, including but not limited to webinars, articles produced for newsletters, email blasts or other in-house periodicals (hereinafter collectively referred to as "Products"), Spalding shall retain the copyright to all such Products. However, Spalding hereby grants, transfers, and assigns to the Wallace Foundation a non-exclusive, royalty-free license to use, reproduce, excerpt, summarize, copy and distribute for noncommercial purposes any and all such Products for the full term of copyright, in all countries, in all languages and in all media now known or hereafter developed. Spalding shall send JCPS and Wallace Foundation an electronic version, in WORD and PDF format, of all such Products.
- III. In addition, in the course of performing the work, Spalding may create conferences, lectures, panel discussions, webinars, or podcasts featuring Wallace Foundation-commissioned research or other Wallace Foundation Products (hereinafter collectively referred to as "Presentations"). Spalding agrees to provide Wallace Foundation the opportunity to review and comment on recommended topics and speakers for all Presentations. These recommendations will be shared with JCPS and Wallace Foundation with sufficient time to enable JCPS and Wallace Foundation to suggest alternative or additional topics and speakers for your consideration, provided that such suggestions are received in a timely manner to meet your planning deadlines.

# XII. Reports

To provide an opportunity to reflect on the funded Project, its accomplishments, challenges, progress, and lessons learned, Wallace Foundation requires narrative and financial reports on the outcome of the work supported by this Agreement. Wallace Foundation is interested in critical analysis of the progress made compared to original goals (a plan vs. performance analysis), reflections about what worked and what did not and why, and observations about future directions Spalding might take as a result of funded work.

# XIII. Participation in Studies and Evaluations

As partners in knowledge development, Spalding agrees to cooperate fully with JCPS and Wallace Foundation and its designees, including cooperating with data collection activities. 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. Spalding 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

#### XIV. Independent Parties

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that Spalding 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 Spalding.

# XV. 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.

# XVI. Entire Agreement

This Agreement contains the entire agreement between JCPS and Spalding and supersedes any and all prior agreement executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain infull force and effect.

IN TESTIMONY THEREFORE, the have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of September 1, 2022.

#### JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D. Superintendent	Date
SPALDING UNIVERSITY	
the & Sul-	9/22/2022
John Burden, Ph.D Provost	Date

#### APPENDIX A

Grantee: Jefferson County Public Schools

Grant Amount: Up to \$2,320,000

**Term:** September 1, 2022 through August 31, 2023

**Grant ID#:** 20210184

Wallace's mission is to foster equity and improvements in learning and enrichment for young people, and in the arts for everyone. We seek to catalyze broad impact by supporting the development, testing and sharing of new solutions and effective practices.

Our approach is to work collaboratively with others both to create benefits for the people these organizations serve and to develop new knowledge and insights to catalyze broad impact. We seek to establish and maintain strong, effective partnerships with grantees. We have learned from our grantees that our approach means your experience working with Wallace may be similar to your experience with other foundations in some respects, and different in others. Here is what you can expect in working with Wallace:

- The key to successful partnerships is a mutual commitment to open, candid, ongoing and respectful communications. We commit to be clear and timely in communicating our goals, strategies and expectations. In turn, we ask that you share with us what's working well, if something isn't working as expected, and what you are learning. We take seriously our own accountability as a foundation to use philanthropic resources wisely, which means regularly assessing whether the work we are funding is creating hoped-for results and benefits.
- To support our shared goal to test ideas and practices that we can learn from and share broadly with the field, many grants require studies, evaluations or other efforts to elicit lessons and observations from grant-funded activities. These studies and evaluations result in public reports that are widely disseminated. As partners in knowledge development, you agree to cooperate fully with Wallace and its designees, including cooperating with data collection activities.
- To support shared learning, we may ask grantees to participate in learning communities with other grantees and experts to discuss experiences and challenges in the work, exchange ideas, share expertise, and advise members of the community on issues that may be relevant to your work. In turn, we commit to organize these convenings so that you will find them a valuable use of your time.

## A. Initiative strategy and purpose

Given that comprehensive, aligned principal pipelines have been demonstrated to benefit student achievement, and given the key role of principals in advancing equity, this initiative seeks to learn whether and how districts can develop and implement comprehensive, aligned principal pipelines that produce equity-centered leaders who can help bring a district's vision of equity to

fruition. The initiative seeks to benefit both participating districts and yield broadly applicable approaches that other districts can adapt to their own contexts.

The question the initiative seeks to answer is:

"How can large, high-needs districts, in partnership with their stakeholders, create comprehensive, aligned principal pipelines and other supports that are capable of producing and supporting equity-centered leaders within the district ecosystem?"

#### B. Overview of key terms

The visual below captures key definitions used in this initiative related to expectations for moving work forward and the relationship between goals, strategies, key actions, activities, and expenses.

- **Initiative Wide Five Year Goals**: Common goals shared by every district partnership team in the initiative.
- Year Two District Goals: Specific goals for the initiative's second year, established by every district partnership team and aligned to the seven domains that comprise comprehensive, aligned principal pipelines.
- Strategies: The set of reasoning that drives the work forward.
- Initiative Wide Key Actions: The overall, common set of guiding principles that characterize the approach across the initiative.
- Activities: The specific ways the actions will be implemented, captured in the workplan.
- Expenses: Costs associated with the activities, captured in the budget.



# C. Key partners

This initiative involves the full district "ecosystem," by which we mean all the organizations that form the community affecting the education of children and preparation of teachers and leaders.

This includes the district's central office, university partners, stakeholders (such as students, parents, city agencies and community organizations), and the state education agency or agencies.

Please list the key partners to accomplish the following scope of work:

Community partners	State partner(s)	University partners
• Louisville Urban League	Kentucky Department	• Spalding University
• Evolve 502	of Education	University of Louisville
• NAACP		
		Mentor universities
		Florida Atlantic
		University ( serving both
		university partners)

#### D. Goals

# Five Year Initiative Wide Goals

At the end of a successful five-year initiative, each district and its stakeholders will have:

- Defined what equity means in the context of the district's history, policies and strategic vision, and with the input of key stakeholders including parents and students;
- Developed a comprehensive, fully aligned principal pipeline and other supports that produce equity-centered leaders;
- Made each of the seven key pipeline features fully reflect the district's context and definition of equity; and
- Aligned this principal pipeline with the district's strategic plan, policies and practices, its central office, its equity office (if it has one), and the pipeline functions and the structures of the various organizations in its ecosystem (i.e., feeder university preparation programs, state policies and local community organizations).

The districts' work will center on developing a vision and working definition for equity in their school systems and feeder principal preparation programs and putting this vision into action in how aspiring principals are developed, hired and placed, and trained on-the-job during their early years as school leaders. This enhanced version of a comprehensive, aligned principal pipeline would take into account all the pipeline parts—including principal supervision that supports leaders in improving equity and instruction and the design and implementation of an equity-focused leader tracking system that serves as a resource for identifying, recruiting and supporting candidates, including those who perhaps might have otherwise been overlooked.

#### Year Two District Goals

Please list your district's goals for each pipeline domain for Year Two (September 1, 2022-August 31, 2023), drawing on the vision for an equity centered pipeline developed in Year One, Deliverable Five.

#### Domain One: Leader standards

Our goal is to develop a coherent and aligned set of equity-centered leader standards for principal supervisors, principals and assistant principals that incorporates the JCPS Equity

Dispositions and ensures that every principal supervisor, principal and assistant principal understands what it means to be an equity-centered leader in their daily practice.

# **Domain Two:** High quality pre-service principal preparation

Our goal is to ensure principal preparation programs include the JCPS three Pillars, six Systems, Equity Dispositions, and equity standards in principal preparation program redesign that is also informed by the Quality Measures review process.

# Domain Three: Selective hiring and placement

Our goal is to align the selection and hiring process for principals and assistant principals to the JCPS Equity Dispositions, three Pillars, six Systems, and the PSEL Standards.

# **Domain Four:** Evaluation and support

Our goal is to develop systems to drive continuous improvement efforts and to increase the capacity of district and school-based leaders to provide on the job support and professional learning experiences that are aligned to annual performance evaluation results and equity-centered leader standards.

# Domain Five: Principal supervisors

Our goal is to design and develop a culturally responsive and equity-centered coaching model aligned to the principal supervisor standards for principal supervisors to utilize when supporting principals and assistant principals.

## **Domain Six:** Leader tracking system

Our goal is to develop district capacity to create a vision and implementation plan for a leader tracking system that will drive continuous improvement, principal pipeline efforts and succession planning.

# Domain Seven: Systems and sustainability

Our goal is to continue to develop a coherent vision among internal and external stakeholders on equity-centered leadership through strategic communications and community engagement.

#### Initiative Wide Key Actions in Year Two

Throughout the initiative districts and their partners will employ the six key actions listed below to guide the work, collaborating with all the partners in the ecosystem. District teams will engage with the Program team, participate in the research studies, and share their challenges, opportunities, pitfalls and back-steps during this process. Confidentiality and anonymity will be maintained throughout.

The logic model aligned to the seven domains that comprise comprehensive, aligned principal pipelines, developed in Year One, Deliverable Four, will form the basis for the specific activities to be pursued under the six key actions below (which remain the same from Year One). The district will continue to work with a consultant who will help coordinate these actions.

# 1. Key Action One: Developing and sustaining deep partnerships with internal and external stakeholders and organizations

Districts will continue to forge and deepen "interdependencies" with their local community stakeholder organizations, university preparation programs and mentor universities, and state agencies.

See workplan for description of specific activities to implement this action. The budget template includes the corresponding spending anticipated.

# 2. Key Action Two: Visioning and strategic planning

The vision of the equity-centered pipeline aligned to the seven domains and articulated in Year One, Deliverable 5, will inform the strategies to be pursued. Districts and their stakeholders should continue to be intentional and explicit about their vision as they work to achieve the Year Two goals established for each domain [Section D].

See workplan for description of specific activities to implement this action. The budget template includes the corresponding spending anticipated.

3. Key Action Three: Revisit and refine "equity" and "equity-centered leaders" In Year One, each district defined "equity" and the skills needed by equity-centered leaders in its community, alongside their partners. In Year Two, the definitions of "equity" and "equity-centered leaders" will guide strategic planning and the design and implementation of pipeline elements.

See workplan for description of specific activities to implement this action. The budget template includes the corresponding spending anticipated.

# 4. Key Action Four: Begin implementing an equity-centered principal pipeline that translates the vision into reality

Districts will use the pipeline vision statements they developed in Year One to bring their vision into reality in Year Two, captured in the goals they establish for each domain. The first iteration of revised pipeline elements will be implemented, aligned to the definitions of "equity" and "equity-centered leadership" that were developed in Year One.

See workplan for description of specific activities to implement this action. The budget template includes the corresponding spending anticipated.

# 5. Key Action Five: Providing mentoring and training for current assistant principals to become the next generation of equity-centered principals

The development of a comprehensive, aligned principal pipeline is a long-term endeavor, albeit one that showed results after only two years, according to the RAND study. In particular, it takes time to establish high-quality pre-service training aligned with the leader standards of the districts that hire its graduates and see its effects—in large part because graduates generally don't ascend to the principal position right away. Rather, they spend several years in other posts first, typically as assistant principals. Therefore, in the early years, it is important that districts address not only the principal pipeline but

also the training and support of sitting assistant principals. These activities may also include in-service programs for sitting principals.

See workplan for description of specific activities to implement this action. The budget template includes the corresponding spending anticipated.

## 6. Key Action Six: Engaging in continuous improvement

The initiative asks districts to continuously assess their progress against goals established for each domain through incorporating ongoing critical reflection with their partners, participation in professional learning communities, the lessons from the ongoing research, technical assistance from organizations in the field and regular communication with their Wallace consultant, who will help coordinate and facilitate all these activities. Districts will identify metrics against which to measure their progress towards established goals and will develop a monitoring plan aligned to those metrics.

See workplan for description of specific activities to implement this action. The budget template includes the corresponding spending anticipated.

#### E. Participation in research and data requirements

All district teams will participate in the research projects associated with this initiative. The district, community, and any individual participating in this initiative will not be identified in any public report; and will be provided opportunities to review, for accuracy and confidentiality, all research reports before they are published.

Requests for student data that are not already publicly available will be discussed with the district and collected upon mutual agreement. In addition, data requests will be coordinated between the program and research teams to ensure minimum duplication of data requests. A complete set of required data elements will be developed and shared with districts by February 28 2023, along with a data sharing calendar.

#### F. Wallace network activities

- Initiative-wide program technical assistance provided to all teams by Wallace:
  - o National Urban League (community engagement);
  - o Council of the Great City Schools (school board engagement);
  - Mentor program assistance and *Quality Measures* assessment for university partners;
  - O Leader tracking system capacity development.
- Professional Learning Communities (PLCs):
  - Three initiative-wide PLCs (with superintendents) on November 14-15, 2022; March 6-7, 2023; and June 26-27, 2023. These are coordinated with program deliverables so PLCs are used for discussion of and feedback on deliverables by which subsequent revisions may by considered.
  - o School leader PLCs (calendar to be determined);
  - o University faculty PLCs (calendar to be determined).
- Annual "Day at Wallace" team review of progress and problem-solving (approximately March-April).

- Regularly scheduled conference calls (twice per month) with your Wallace contact.
- Other conference calls and virtual activities with your Wallace contact and consultant.
- G. Program deliverables to be discussed at professional learning communities and subsequently revised (Guidelines will be sent no later than six weeks prior to the due date):

	Deliverable	Draft to Learning Forward	Deliverable Due Date
Year 2, Deliverable 1 Year 2, Deliverable 2	Year Two workplan  Critical reflection of Quality Measures process	October 7, 2022	December 15, 2022
Year 2, Deliverable 3	Community engagement plan		
Year 2, Deliverable 4	Leader tracking system vision statement	January 26, 2023	April 6, 2023
Year 2, Deliverable 5	A specific deliverable to be negotiated between the Project Director and the Wallace contact by December 15, 2023, to reflect logic model implementation	N/A	April 0, 2023
Year 2, Deliverable 6 Year 2, Deliverable 7	Updated logic model  Leader tracking system implementation plan	May 19, 2023	July 27, 2023
Year 2, Deliverable 8	A specific deliverable to be negotiated between the Project Director and the Wallace contact by April 6, 2023, to reflect logic model implementation	N/A	

# **H. Budget, progress and financial reports** (Guidelines will be sent no later than six weeks prior to the due date):

Budget / Report	Draft to Wallace Contact	Due Date
Year One final financial report (Note: this report was part of districts' Year One grant agreement)	N/A	September 30, 2022
Year Two budget	October 7, 2022 (or earlier)	October 31, 2022
Year Two progress report (to form the basis for Days at Wallace to be scheduled for approximately March / April)	February 28, 2023	April 30, 2023
Year Two interim financial report	February 28, 2023	April 30, 2023
Year Two final financial report	N/A	September 30, 2023

<sup>\*</sup>See Exhibit A for a complete list of deliverables, reports and other key initiative dates listed chronologically.

#### I. Fiscal Agent

The district will assume the role of fiscal agent with respect to the funds received from Wallace. In your role as fiscal agent, you will ensure that pass-through distribution of grants to the two university and state partners is accomplished in a timely way.

# J. Responsibility for legal review

The Wallace Foundation expects that all grantees of the Equity-Centered Pipeline Initiative will comply with applicable federal, state and local anti-discrimination and equal opportunity laws and that no portion of the grant funds will be used to in any way discriminate against, deny benefits to, deny employment to, or exclude from participating any persons (except where expressly permitted by law) on the grounds of race, color, national origin, religion, age, disability, marital status, sexual orientation, gender, legal citizenship or any other characteristic protected by law.

# L. Changes to the Grant

You must make a request, in writing, to your Wallace staff contact prior to making any changes to the grant, including but not limited to:

- Revision of a budget line or budget category of more than \$5,000, subject to a cumulative cap of \$45,000
- Change in the scope of work or strategy
- To add, delete or change a deliverable
- To substantially change the level of involvement of a staff member or members considered key to the Project

If the approved budget includes indirect costs, such costs will be identified in a separate budget line and may not exceed 15% of direct costs. Indirect costs are shared costs that are not directly attributable to the project itself, such as rent, utilities, allocated charges for administrative departments (e.g., Accounting, HR, Development), information technology, telephone and supplies. The indirect rate should be applied to actual expenditures for each grant payment period.

If you anticipate unexpended funds (balance) will remain at the end of the grant term, you must have a discussion with your Wallace staff contact about the use of the remaining funds at least three months prior to the end of the grant term. Your request should identify the remaining funds and propose a plan for spending down (course correction request).

Appendix A: Scope of Work for September 2022 – August 2023

For The Wallace Foundation		
Officer/Director	Date	
ACCEPTED AND AGREED:		
Jefferson County Public Schools		

By:	Date:
Superintendent Signature	
Name:Dr. Marty Pollio	
Title:Superintendent	

Cc: Ann Clark

**Exhibit A: ECPI Calendar of Key Dates** 

		ECPI Calendar of Key Dates
Month	Date(s)	Activity / Report / Deliverable
September	30	Year One final financial report due [Year 1, Deliverable 6]
	7 (or	Draft Year Two budget due to Wallace contact
	earlier)	
		Draft Year Two workplan due to Learning Forward
October	7	Draft critical reflection of Quality Measures process due to Learning Forward
		Draft community engagement plan due to Learning Forward
	31	Final Year Two budget due
November	14-15	Initiative-wide professional learning community
		Final Year Two workplan due [Year 2, Deliverable 1]
	1.5	Final critical reflection of Quality Measures process due [Year 2, Deliverable
<b>D</b>	15	2]
December		Final community engagement plan due [Year 2, Deliverable 3]
	15 (or	Project Director and the Wallace contact negotiate a deliverable to reflect logic
	earlier)	model implementation to be due by April 6, 2023
January	26	Draft leader tracking system vision statement due to Learning Forward
Tabanana	26	Draft interim financial report due to Wallace contact
February 28		Draft progress report due to Wallace contact
March	6-7	Initiative-wide professional learning community
March-	Varies	Day at Wallace (to be scheduled – timing is approximate)
April	v ai ies	
	6	Final leader tracking system vision statement due [Year 2, Deliverable 4]
0		First deliverable negotiated with Wallace contact due [Year 2, Deliverable 5]
April	6 (or	Project Director and the Wallace contact negotiate a deliverable to reflect logic
Aprii	earlier)	model implementation to be due by July 27, 2023
	30	Final interim financial report due
	30	Final progress report due
N/C		First draft of updated logic model due to Learning Forward
May	19	First draft of leader tracking system implementation plan due to Learning
		Forward
June	26-27	Initiative-wide professional learning community
	27	Final updated logic model due [Year 2, Deliverable 6]
July		Final leader tracking system implementation plan due [Year 2, Deliverable 7]
		Second deliverable negotiated with Wallace contact due [Year 2, Deliverable
		8]
September	30	Final Year Two financial report due