

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Center for Healthy Minds, University of Wisconsin-Madison

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 the Center for Healthy Minds, University of Wisconsin-Madison (hereinafter "CHM"), a research center located with the College of Letters and Science, University of Wisconsin-Madison, 625 W. Washington Ave., Madison, Wisconsin, 53703.

WHEREAS the Scaling Well-Being for Educators project is intended to assess the impact of four-weeks of the Healthy Minds Program (HMP) smart-phone application on the mental health, well-being, and occupational outcomes of 1,300 JCPS staff. The project will occur over the 2022-2023 academic year and involve random assignment of participants to a four-week Healthy Minds Program delivered remotely through a smartphone application on the participants phone or to a wait-list control condition in which participants will be provided a list of resources they may choose to access that might support their well-being. After the approximately six-month follow-up assessment in May/June of 2023, wait-list control participants will be provided access to the study version of the app. The app is free for public use and free for participant use during the study. CHM will request that all study activities occur outside of JCPS employee contractual hours and has stated this on the consent form. This MOA will begin on October 7, 2022 and continue until June 30, 2027.

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

1. Duties of JCPS:

- a. Contingent upon approval of IRB, JCPS will provide the requested data needed to inform the study
- b. Create awareness and encourage engagement across the district
- c. In collaboration with various unions within the district and our Human Resources department, information regarding optional participation will be communicated to JCPS employees
- d. Each JCPS employee that elects to serve as an ambassador will be compensated \$100 for their time by CHM. Ambassadors will be asked to complete these activities outside of contractual hours
- e. Potential participants, before enrolling, must read and electronically sign the study consent document. After signing the consent form, JCPS participants will be directed to the baseline survey. Upon completion of the survey, JCPS participants

will receive their group assignment (HMP or control) along with instructions relevant to their group (e.g., for HMP participants, instructions on downloading the app and tech support) and be officially enrolled as study participants

- f. JCPS participants assigned to the HMP will follow the structured program for four-weeks. Participants assigned to control have the choice to explore the resources CHM provides or not
- g. In total, JCPS participants will be asked to complete six assessments that combined will take approximately 2.75 hours to complete
- h. Consistent with the JCPS IRB protocol, secondary JCPS data will be provided to CHM researchers and linked to survey data. JCPS will not provide identifiable student data under this Agreement.

2. Duties of the Center for Healthy Minds CHM:

- a. If there is interest, CHM staff or ambassadors may also provide in-person informational sessions to schools or central office buildings. Beginning on October 7, 2022, all JCPS staff will receive an email from the study team with a link to complete an enrollment prescreen if they are interested in participating in the study. If the individual is eligible to participate based on their prescreen, two days later the study team will send an email with a link enroll on our study management platform (Research Electronic Data Capture [REDCap]).
- b. With the help of ambassadors, CHM will, in collaboration with JCPS, begin sending to all JCPS employees informational materials about this study opportunity
- c. In concert with JCPS, CHM to identify a group of 10-30 JCPS educators with interest in the HMP over the Fall of 2022, guide them through the HMP training that will be researched, and support them in becoming ambassadors for the research study
- d. Each week during the intervention period, CHM will send participants an email to the weekly survey. At the end of the intervention period, CHM will send participants an email to the post-test survey. Six months after completing the post-test survey, CHM will send participants an email to the follow-up survey
- e. CHM will provide compensation up to \$200 to JCPS participants for completing all study activities. HMP use is not factored into compensation for HMP group participants. If additional resources are obtained, CHM proposes also sending a longer-term follow-up to participants 12-months after the 6-month follow-up and compensating participants who complete this follow-up an additional \$50

- f. CHM data collection will be complete by June 2023 (or June 2024 if additional resources are secured). Data analysis and publication of study results are expected to continue until at least June 2027
- g. Ensure all study activities have been approved by University Wisconsin-Madison and JCPS regulatory bodies and that all study activities are carried out consistent with these approvals.
- h. Ensure that the conduct of this research has the least impact on JCPS operations as possible, including by requesting in the consent form that all study activities occur outside of JCPS contractual time.
- i. Communicate regularly with participants, be available for tech support, and be responsive to participant needs.
- j. 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. The parties will mutually agree on any press releases or other publicity.
- k. Continue to support the wellness of JCPS staff in 2023-2027 by providing gratis HMP onboarding support (which is free to use) to JCPS staff as well as informational talks about the HMP and CHM research in general, as relevant.
- l. 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.
- m. If the performance of this Agreement involves the transfer by JCPS to CHM 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"), CHM agrees to:
 - i. 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.
 - ii. 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 CHM 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.

- iii. Require all employees, contractors, volunteers, and agents of CHM to comply with all applicable provisions of FERPA with respect to any such data. CHM shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
- iv. 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. CHM shall promptly notify JCPS in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
- v. 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 CHM 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.
- vi. Destroy or return to JCPS any identifiable data obtained under this Agreement within thirty days (30) after the date by which CHM no longer needs it for the purposes of this Agreement. CHM will require all employees, contractors, volunteers, or agents of any kind to comply with this provision.
- n. CHM will comply with all confidentiality requirements of this agreement. If there is any data breach or disclosure of identifiable data, JCPS may investigate CHM's compliance.
- o. CHM 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 5 of this Agreement.
- p. The State of Wisconsin, including the board of Regents of the University of Wisconsin System, is self-funded for liability and property coverage (including general, professional, and automobile) under Wisconsin law. This protection provides coverage for UW's officers, employees and agents, while in the course and scope of their duties. The State of Wisconsin Property and Liability Program is funded to pay in excess of \$3 million for negligent acts or omissions of its officers, employees, and agents, in accordance with the statutes. Coverage is continuous under the law. UW has no liability insurance policy such that can extend protection to any other persons.
- q. Require all CHM 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.
- r. CHM shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement 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 findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
 - s. CHM staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
 - t. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to CHM During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to CHM.

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 Center of Healthy Minds, University of Wisconsin-Madison 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 October 7, 2022 and shall terminate on June 30th, 2027. The Agreement may be extended by mutual written agreement of JCPS and CHM.
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, CHM will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. Performance may be terminated by the CHM if circumstances beyond its control preclude continuation of the Project.
6. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and CHM.
7. **Independent Parties:** JCPS and CHM 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. To the extent authorized by Wisconsin Statutes Sections 893.82 and 895.46(1), each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees. To the extent permitted by law, JCPS agrees to hold CHM, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the JCPS arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of CHM while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.
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 CHM concerning The Scaling Well-Being for Educators Study 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.

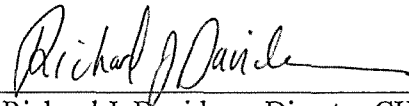
11. **Counterparts:** This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original, and all executed counterparts shall constitute one and the same instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.
12. **Applicable Law:** This Agreement remains silent on governing law.
13. **Warranties:** CHM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER. CHM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY ANY PERSON RESULTING FROM THIS PROJECT OR THEIR USE OF THE DELIVERABLES.

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

Jefferson County Public Schools:

Marty Pollio, Ed.D, Superintendent

**Center for Healthy Minds, University of
Wisconsin Madison:**



Richard J. Davidson, Director CHM

Date: _____

Date: 09/26/2022