

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 Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Center for Healthy Minds, (hereinafter "CHM"), a public educational institution of the State of Wisconsin located at 21 North Park Street, Suite 6301, Madison, Wisconsin 53715.

WHEREAS CHM will use secondary data to examine whether teachers participating in the Scaling Well-Being for Educators project affect students, as measured through the key outcomes. The Scaling Well-Being for Educators project is intended to assess the impact of four-weeks of the Healthy Minds Program (HMP) smmi-phone application on the mental health, well-being, and occupational outcomes of 1,300 JCPS staff.

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. The JCPS Accountability, Research, and Systems Improvement (ARSI) department agrees to provide CHM with the data elements requested and according to the schedule designated in Attachment A.

2. Duties of CHM:

- a. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, 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.
- b. 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 and JCPS must manage the data transfer in accordance with FERPA requirements, and CHM agrees to the following conditions:

- i. If CHM requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to CHM before the JCPS IRB-approved informed consent process has been executed. In this case, CHM does not function as an exception under FERPA. CHM is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. CHM must deliver copies of the signed authorization to JCPS upon request.
- ii. If CHM has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then CHM shall:
 - (a) 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.
 - (b) 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 and have been advised of their obligation to comply with the terms of this Agreement.
 - (c) Require all employees, contractors, volunteers, and agents of CHM to comply with all applicable provisions of FERPA with respect to any such data.
 - (d) 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 notify JCPS within 24 hours of confirming any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
 - (e) 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.

- c. Limit data requested from JCPS to the specific elements listed in Attachment A. If the data request is associated with an approved JCPS IRB application, then the data in Attachment A should match the JCPS IRB final approval letter data elements listed.
- d. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.
- e. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with CHM ~~[lists of students, signed consent forms, etc.]~~. Notify JCPS of unexpected changes in timelines as soon as possible and accept that changes may alter JCPS' capacity to provide requested data.
- f. If relevant, obtain signed non-disclosures (Attachment B) for each individual from CHM responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- g. Use reports produced for this project only for the purposes described above. The data and reporting shall not be used for personal or institutional gain or profit.
- h. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- i. Acknowledges that JCPS retains the right to audit CHM's compliance with this agreement.
- j. 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 V of this Agreement.
- k. 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.
- l. 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) as required by the terms of this agreement, the federal Health Insurance Portability and Accountability Act (HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

- c. The respective technical offices of JCPS and CHM 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.
 - d. Subject to compliance with the terms of this Agreement, CHM and its employees have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the research project or to use such in any way for its educational and research purposes. CHM shall furnish the JCPS with a copy of any proposed publication in advance of the proposed publication date and grant the JCPS thirty (30) days for review that no JCPS confidential information is in the proposed publication/presentation. For any data with education records from JCPS to be used in accordance with this section, CHM shall furnish the JCPS with a copy of any proposed de-identified data sets, providing thirty (30) days for JCPS to make a determination that no student's identity is personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information. CHM shall remove all JCPS confidential information or student identifying information that JCPS reasonably identifies prior to CHM's publication, presentation or use authorized by this section.
4. **Term:** This Agreement shall be effective commencing May 24, 2023 and shall terminate on May 23, 2024. 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. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, CHM shall not be permitted to continue to provide services after receipt of the notice of termination.
 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. 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 CHM concerning the CHM 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. **Omitted**:

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

Jefferson County Public Schools:

Center for Healthy Minds:

Marty Pollio, Ed.D,
Superintendent



Name: Robert Gratzl
Title: Assistant Director, Contracts

Date: _____

Date: 4/28/2023

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Data Request and Reporting Schedule
Center for Healthy Minds (CHM), Scaling Well-being Project - secondary data request

Data Request and Reporting Schedule

Record Collection Timeframe	School year	When CHM will submit request to JCPS	When JCPS will fulfill request
2021 - 2022	SY 2021 - 2022	May 15, 2023	June 12, 2023
2022 - 2023	SY 2022 - 2023	May 15, 2023	June 12, 2023
2023 - 2024	SY 2023 - 2024	May 15, 2023	June 12, 2024

Data Elements Provided by Partner for Matching

Data Elements Given to JCPS by CHM	Data Notes	Source Notes
Staff First Name		
Staff Last Name		
Lead classroom teacher ID	This will be an indicator variable	
Staff email	CHM does not have JCPS emails for all participants	

Data Elements Delivered to Partner

Data Elements Fulfilled by JCPS	Data Notes	Source Notes
JCPS Staff participants employment fields include:	Full sample of JCPS employees approx. 840	Start of Year for each year requested
Staff First Name		Start of Year for each year requested
Staff Last Name		Start of Year for each year requested
Staff Position		Start of Year for each year requested
Staff Location		Start of Year for each year requested
Staff Attendance		Start of Year for each year requested
School Year		Start of Year for each year requested

Data Elements Fulfilled by JCPS	Data Notes	Source Notes
Classroom data fields include:	The classroom data request is only relevant to the teacher subsample of around 420	
SchoolYear	not aggregated	End of Year for each year requested
District	not aggregated	End of Year for each year requested
School Location Number	not aggregated	End of Year for each year requested
JCPS ClassID	not aggregated	End of Year for each year requested
JCPS Class Period	not aggregated	End of Year for each year requested
JCPS Class Term,	not aggregated	End of Year for each year requested
JCPS Teacher_FirstName	not aggregated	End of Year for each year requested
JCPS Teacher_LastName	not aggregated	End of Year for each year requested
JCPS Course number	not aggregated	End of Year for each year requested
JCPS Course name	not aggregated	End of Year for each year requested
Data Elements Fulfilled by JCPS	Data Notes	Source Notes
Student data fields	Student data fields linked to the above class data set and is only relevant to the teacher subsample of around 420	
Random studentID	random ID	End of Year for each year requested
sex	not aggregated	End of Year for each year requested
grade	not aggregated	End of Year for each year requested
Free / Reduce Lunch Participation	classroom composition if possibly identifiable	End of Year for each year requested
Student disciplinary infraction	Tiered aggregate band or average	End of Year for each year requested
Class Composition	Composition	End of Year for each year requested
Student absences	Tiered aggregate band or average	End of Year for each year requested
classroom race	composition	End of Year for each year requested

classroom sex	composition	End of Year for each year requested
classroom Free / Reduce Lunch Participation	composition	End of Year for each year requested
classroom English Learner	composition	End of Year for each year requested
classroom Special Education	composition	End of Year for each year requested
Student MAP Math - fall winter spring	not aggregated	For each Record Collection Timeframe
Student MAP Reading - fall winter spring	not aggregated	For each Record Collection Timeframe

ATTACHMENT B

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Center for Healthy Minds ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Jefferson County Board of Education, and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

- I will not permit access to confidential information to persons not authorized by Services Provider.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will report, immediately and within twenty-four (24) hours, any known or reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site to my immediate supervisor.
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand that the Family Educational Rights and Privacy Act ("FERPA") protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq)(CNA) and the regulations implementing these Acts, is confidential information.

- I understand that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.
- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - a. An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - b. A Social Security number;
 - c. A taxpayer identification number that incorporates a Social Security number;
 - d. A driver's license number, state identification card number, or other individual identification number issued by any agency;
 - e. A passport number or other identification number issued by the United States government; or
 - f. Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.
- In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected, until all personally identifiable information has been removed and provided that Jefferson County Board of Education has made a reasonable determination that a student's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data until cleared by the Jefferson County Board of Education in accordance with this section. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Employee signature:

Date:

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (Agreement) is entered into on the date of the last signature set forth below (the "Effective Date"), between **[Company Name]**, [company address] and the **Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison**, 21 North Park Street, Suite 6301, Madison, WI 53715.

WHEREAS, the parties desire to discuss and/or exchange information regarding **(insert description of proposed research, service, or material involved)** (Project);

WHEREAS, the parties wish to enter into discussions for the purpose **[insert description of purpose, such as: of initiating a collaboration and developing research projects of mutual interest]** (Purpose);

WHEREAS, each party may have proprietary interests such as patentable subject matter not yet covered by a patent application, other intellectual property, or other interests which require that the information be maintained in confidence; and

WHEREAS, in connection with the Project, each party may disclose to the other certain proprietary technical, procedural, or business information which the disclosing party desires the receiving party to treat as confidential as it relates to the Project;

NOW THEREFORE the parties agree as follows:

1. All information disclosed by one party to the other to evaluate the Project and/or Purpose that is designated in writing as "Confidential" at the time of disclosure or if disclosed orally is designated in writing as "Confidential" within fifteen (15) days of disclosure is "Confidential Information." Confidential Information does not include information which:
 - (a) was known by the receiving party prior to receipt from the disclosing party;
 - (b) is generally available in the public domain or thereafter becomes available to the public through no act of the receiving party;
 - (c) is independently discovered by an employee, agent, or representative of the receiving party who had no knowledge of the Confidential Information disclosed; or
 - (d) is made available to the receiving party as a matter of lawful right by a third party.
2. The receiving party agrees to disclose Confidential Information only to their respective employees, agents, or representatives who have been determined to have a need to know and have been advised of their obligation to comply with the terms of this Agreement. To the extent allowed by the law applicable to the receiving party, the receiving party will be liable for any breach of this agreement by any of its employees, agents, affiliates or representatives that receive access to the Confidential Information.

3. The receiving party shall take such steps as may be reasonably necessary to prevent disclosure of the Confidential Information to third parties, but shall apply at least the same level of security as is afforded to the receiving party's own confidential information.
4. The receiving party will return or destroy Confidential Information provided by the disclosing party upon termination of the Agreement. The receiving party's designated representative may maintain one copy of all Confidential Information for the purpose of addressing any claim that may be brought under this Agreement and to comply with any other legal or recordkeeping requirements, and neither party will be obligated to destroy any Confidential Information that is stored electronically on back-up systems or computer hard drives after a file is deleted, but any such electronic information will continue to be subject to the terms of confidentiality under this Agreement.
5. Confidential Information shall not be provided in any form by the receiving party to any third party without the prior permission of the disclosing party, unless otherwise required by law. In the event receiving party is required to disclose any Confidential Information of disclosing party pursuant to any law or governmental or judicial authority, process or order, receiving party shall provide prompt notice thereof to disclosing party in order that disclosing party can assess its right to seek a protective order or injunctive relief, or otherwise contest disclosure. In the event that such a protective order or other remedy is not obtained, or the disclosing party waives their right to obtain such an order or remedy, the receiving party may furnish only such portions of Confidential Information as, pursuant to the advice of counsel, are required to be disclosed.
6. Confidential Information will be used only to evaluate the Project and/or Purpose.
7. The receiving party expressly acknowledges that the disclosing party owns the Confidential Information they disclose, and that the transmission by the disclosing party of their Confidential Information (or any third party's Confidential Information entrusted to the disclosing party) shall not be construed to grant the receiving party any patent, know-how, copyright, trade secret, trademark, or other intellectual property rights in, or arising from, the Confidential Information disclosed. If any such rights are to be granted to the receiving party, such grant shall be expressly set forth in a separate written instrument.
8. The disclosing party represents and agrees (i) it has the right to share its Confidential Information with the receiving party, (ii) the receiving party is authorized to use Confidential Information it receives from the disclosing party for the Purpose, and (iii) to the extent allowed by the law applicable to the disclosing party, the disclosing party will be liable for any breach by the disclosing party of the representations in subparts (i) and (ii).
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

10. The parties agree to comply with all applicable laws and regulations including U.S. export control. The disclosing party agrees to notify the receiving party in writing prior to providing receiving party with access to any export regulated information and materials. Such notification shall include all associated classification numbers. The receiving party reserves the right to refuse receipt of any information or materials that are subject to export controls.
11. The term of this Agreement shall begin on the date of the last signature on this Agreement and expire after one (1) year, unless terminated earlier by a party with ten (10) days written notice. The obligations and restrictions of the receiving party under this Agreement shall continue for a period of three (3) years from the date of termination of this Agreement.
12. This Agreement shall supersede and prevail over any other prior arrangements, either oral or written, as to the Confidential Information received under this Agreement. This Agreement constitutes the entire agreement between the parties relative to this subject matter and shall not be amended, except in a writing signed by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this Agreement as of the date listed below.

**The Board of Regents of the University of
Wisconsin System on Behalf of the University of
Wisconsin - Madison**

By: _____
Name: _____
Title: _____

Date: _____

[COMPANY]

By: _____
Name: _____
Title: _____

Date: _____