

OK AS TO FORM
AMH 9.12.2023

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.

1. Spalding agrees to:
 - A. Align work for this Project with the Scope of Work and approved Wallace budget. 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 6 below;
 4. Any convictions for deadly 'vveapon-related offenses;
 5. Any conviction for drug-related offenses, including felony drug offences, 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.
 1. 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:
 1. [n 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.
 - i. 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.
 - ii. 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. 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.
3. 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.
4. 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.

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 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.

II. Jefferson County Public Schools agrees to:

- A. Provide Spalding with \$365,000 in funding to support work connected to the 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.
- D. Ensure the submission of required progress and financial reports to the Wallace Foundation.

III. of Performance:

This Agreement shall be in effect for the period beginning September 1, 2023, through June 30, 2024.

V. Payment

1. Funds are to be used as agreed-upon and represented in this Agreement 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 including proof of purchase and/or proof of payment.) If paying JCPS employees, they can only be paid for time outside of contracted hours. Timesheets must be provided for JCPS employees and submitted with all other expense documentation. If travel is involved, Spalding's travel guidelines must be followed. After review and approval by the JCPS Director of Leadership and Professional Development, the approval along with the invoice and other documentation for expenditures will be submitted to JCPS Grants and Awards by the 15th of each month.
2. Spalding will submit the invoice and other documentation as described above no later than the 15th of the month for previous month expenses. Additional documentation may be requested to verify expenses.
3. Detailed invoices should be submitted electronically to: Faith Stroud, Director of Leadership and Professional Development at faith.stroud@jefferson.kyschools.us and copy Varonica Schultz, JCPS Grants & Awards, varonica.shultz@jefferson.kyschools.us.
4. If the approved budget includes indirect costs, such costs will be identified in a separate budget line and cannot exceed 15% of direct costs.

5. 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.

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.

VIII. 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.

rx. Compliance with Anti-lobbying Regulations

Because the Internal Revenue Service 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)(1) of the Internal Revenue Service 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.

x. 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.

I. 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.

II. Publications, Presentations and Materials

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 and PDF format, of all such Products.

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.

To provide an opportunity to reflect on the funded Projects 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. 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 in full force and effect.


IN TESTIMONY THEREFORE, they 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, 2023.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

SPALDING UNIVERSITY



Melissa Chastain, Ph.D.
Provost

9/13/2023

Date