

## Agreement

**KENTUCKY SCIENCE AND TECHNOLOGY CORPORATION**  
AND  
**Louisville Male High School/Jefferson County Public Schools**

To Implement AdvanceKentucky's  
AP Precalculus Program of  
AdvanceKentucky's College Readiness Program



• **Advance**  
• **Kentucky**

NATIONAL  
MATH, SCIENCE  
INIT:ATEVC

This AdvanceKentucky Agreement is entered into upon mutual agreement to the terms outlined by and between *Kentucky Science and Technology Corporation ("KSTC")* a Kentucky nonprofit corporation, and *Louisville Male High School/Jefferson County Public Schools ("High School / District")*, collectively the Parties, individually the Party, and documents the roles of **High School / District** and *KSTC* with respect to the AP Precalculus Program ("Program").

### 1.0 Recitals:

- a) *KSTC* conducted an initial assessment of the applicant(s) to ascertain the focus, commitment, and potential for success in the implementation and management of AP Precalculus.
- b) *KSTC* has determined that committing Program funding to support the applicant(s) for the purposes of and on the terms and conditions stated in this Agreement and related teacher-specific agreements, if any, will further the stated purposes of increasing the number of qualifying scores on AP Precalculus exams.

Now, therefore, in consideration of the mutual obligations created hereby, *KSTC* and **High School / District** agree as follows:

### 2.0 High School / District and Selected Teacher Obligations:

**High School / District** agree through the selected teachers to implement and support proven strategies outlined in the Program to significantly increase the number of students receiving qualifying scores on AP Precalculus exams, to increase the number of students taking AP Precalculus exams, and **High Schools / District** agree to use the funds paid to the school solely to operate the program in accordance with *KSTC's* directions and requirements under the AdvanceKentucky College Readiness Program, as further described below.

**High School / District** and its selected teachers agree to the following obligations:

- a) **Commitment to Rigorous Instruction:** Agree to complete and adhere to a College Board approved (audited) syllabus and the AP Equity and Access Policy Statement on page 3 of College Board's toolkit *Broadening Access to Advanced Placement*.
- b) **Exam Expectations:** To encourage students taking AP Precalculus to also take the AP exam and administer mock exams that closely replicate the AP exam experience.

**3.0 KSTC's Obligations:**

**KSTC agrees to provide the following:**

- a) **Teacher Training costs:**
  - 1. Funding for registration fees for selected AP teacher(s) to participate in a College Board AP Summer Institute. (District pays associated travel expenses.)
  - 2. Funding for registration fees for selected AP teacher(s) to participate in two-day Fall Forum training. (District pays associated travel expenses.)
  - 3. Funding for registration fees for selected AP teacher(s) to participate in mock exam scoring.
- b) **Mock Exam and Exam Prep Session costs:**
  - 1. Funding for registration fees for AP Precalculus students of the selected teachers to take mock exam.
  - 2. Funding for registration fees for AP Precalculus students of the selected teachers to participate in an AdvanceKentucky AP Exam Prep Session. (District pays associated travel expenses.)

**4.0 Data to be provided by High School / District to KSTC:**

Should research Organization use or collect data for the purpose of conducting a research study, Research Organization will separately submit an external research request through Data Provider's online system: <https://assessment.jefferson.kyschools.us/DRMS/>. For any project, involving data collection or research (e.g., program evaluation or monitoring activities), 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 purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

Data is required by **KSTC** from **High School / District** to verify results and track participation in the AP Precalculus Program. **High School / District** agree to comply with all State and Federal privacy laws with respect to the collection and sharing of data as described below. **High School / District** hereby agree to release and authorizes the release of data on its program and services to **KSTC** for all students who participate in the Program while enrolled in this Program at **High School / District** for the term of this Agreement. Data to be released is to include:

1. School
2. Course Name for AP Precalculus
3. AP Precalculus Teacher
4. Number of Students Enrolled in AP Precalculus
5. Enrolled Students in each AP Precalculus Course by Teacher and by:
  1. Student Name
  2. State Student ID
  3. Date of Birth
  4. Gender
  5. Ethnicity
  6. Socio-Economic Status
  7. ESL/ELL
  8. Grade Level
  9. Exam status (taker vs. non-taker)
  10. Score on AP Precalculus Exam
  11. Teacher-Projected Exam Score

**5.0 Term of Agreement:**

The term of this Agreement shall be from June 1, 2023 and ending on July 31, 2024.

**6.0 Selected Teachers:**

Teachers will be selected by **KSTC** from amongst eligible teachers and will be identified by the Parties in Attachment A at the time of the execution of this Agreement and supplemented thereafter for teachers selected after the execution of this Agreement.

**7.0 General Provisions:**

**a) Relationship of the Parties:** **KSTC** is an independent corporation and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct the performance of the services that it provides pursuant to this Agreement. The personnel and staff of **KSTC** are employees of **KSTC** and shall not, for any purposes, be considered employees or agents of **High School / District**.

**High School / District** is an independent entity and subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct the performance of the services that it provides pursuant to this Agreement. The personnel and staff of **High School / District** are employees of **High School / District** and shall not, for any purposes, be considered employees or agents of **KSTC**.

Nothing in this Agreement shall be deemed or construed to establish a partnership, joint venture, employer-employee relationship, agency or any other relationship between the Parties. **High School / District** shall indemnify **KSTC** against any damages and costs, including reasonable attorney fees, incurred by **KSTC** related to **High School / District** actions, obligations or responsibilities flowing from this Agreement. **KSTC** shall not be responsible for any debts or obligations of **High School / District** and shall not sign as a guarantor, co-signer or obligor on any instrument for **High School / District**.

**b) Limitation on Liability:** To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, neither **KSTC** nor **KSTC's** officers, trustees, partners, employees, agents, subcontractors or consultants shall be liable for any claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to this Agreement or the Program, included but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or express or implied warranty of **KSTC**.

**c) Miscellaneous:**

Changes to the Terms and Conditions of this Agreement may only be made by mutual, written agreement of the Parties signed by the authorized signatory of each Party;

This Agreement may not be assigned in whole or in part or otherwise transferred in whole or in part to any other individual or entity without the express written consent of the Parties;

In the event any portion of this Agreement is deemed invalid or unenforceable for any reason by Court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect;

Any delay or failure by a Party to enforce any provision of this Agreement shall not constitute a waiver thereof by that Party or be construed as a waiver of any subsequent breach.

This Agreement shall be construed according to the laws of the Commonwealth of Kentucky and the venue for any legal action associated with this Agreement shall be in Fayette County, Kentucky;

The terms of this Agreement, including the attachments hereto are the entire Agreement between the Parties;

Either Party may terminate this Agreement for a material breach by the other Party after having given the other Party written notice of the material breach and a thirty (30) day opportunity to cure said material breach.

**d) Financial Contacts:** For financial transactions, the following people should be contacted:

**For KSTC:**

Steve Pelphrey  
Chief Financial Officer

**KSTC**

PO Box 1049  
Lexington, KY 40588-1049  
[spelphrey@kstc.com](mailto:spelphrey@kstc.com)

**For Program School District:**

Cordelia Hardin  
VanHoose Education Center 3332 Newburg Road  
Louisville, KY 40218  
[lea.bickett@jefferson.kyschools.us](mailto:lea.bickett@jefferson.kyschools.us)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

KENTUCKY SCIENCE AND TECHNOLOGY  
CORPORATION

DISTRICT



Signed By: \_\_\_\_\_ Signed By: \_\_\_\_\_

Name: F.T. Samuel, Jr.

Name: Marty Polio

Title: President

Title: Superintendent

Date: June 1, 2023

Date: \_\_\_\_\_

Signed By:  \_\_\_\_\_

Signed By:  \_\_\_\_\_

Name: Anthony Mires

Name: Keith Cathey

Title: Executive Director

Title: Principal

Date: June 1, 2023

Date: 10-17-23

**ATTACHMENT A**  
**Selected Teachers**

Selected Teacher(s):

*Catherine "Paige" Harris*

Sign and Date:

*CPH* 10/17/23