

OK AS TO
A.M.H. 11.2.2023

MEMORANDUM OF AGREEMENT

Between

Jefferson County Board of Education

And

University of Louisville College of Education and Human Development

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 University of Louisville, College of Education and Human Development (hereinafter "UofL CEHD"), a public university located at 2301 South 3rd Street, Louisville, KY 40292.

WHEREAS UofL CEHD is focused on improving JCPS student academic outcomes by graduating educators that are making a positive impact. UofL CEHD, in cooperation with JCPS, will use comparative student outcomes of UofL CEHD educators with non-UofL CEHD educators. The data will provide UofL CEHD information to make data informed decisions and will additionally support UofL CEHD accreditation processes.

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

1. Duties of JCPS:

- a. Using the Education Professional Standards Board (EPSB) identification numbers (IDs) provided by UofL CEHD, JCPS will provide aggregated data, of at least ten educators per category, of student state accountability outcomes. The data will show a comparison of the UofL CEHD graduates with non-UofL CEHD graduates. The data to be provided will be the percentage of students scoring at each category (Novice, Apprentice, Proficient, and Distinguished) for each of the state content test (Reading, Mathematics, Social Studies, Science, and Writing) by grade level (3rd grade thru 12th grade). If the aggregate number is below ten, JCPS will aggregate the test scores at the school level (Elementary, Middle, or High). If the aggregate is below ten at the school level, the data will not be provided. The aggregate data will be provided no later than March 15th.
- b. To the extent JCPS receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931-934 (the "Act"), JCPS shall secure and protect the Personal Information (and ensure the same of its agents or subcontractors having access to the Personal Information) by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as vendor uses to protect its own confidential information, and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction and that meet

industry standard practices for protecting Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying UofL CEHD of a security breach relating to Personal Information in the possession of JCPS or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and JCPS abides by the requirements set forth in that exception; (iv) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information caused by the actions or inactions of JCPS or a breach of JCPS's database, system, or information storage/management infrastructure ("NIM Costs"); (v) cooperate with UofL CEHD in complying with the response, mitigation, correction, investigation and notification requirements of the Act and the UofL CEHD; and (vi) at UofL CEHD's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation, in accordance with the Act's requirements and the UofL CEHD's instructions.

2. Duties of UofL CEHD:

- a. Annually, no later than January 15th, UofL CEHD will provide JCPS a list of EPSB IDs of UofL graduates that have ended their educational program within the last five years and are showing in the EPSB data set as being employed in JCPS.
- b. 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.
- c. If the performance of this Agreement involves the transfer by JCPS to UofL CEHD 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"), UofL CEHD and JCPS must manage the data transfer in accordance with FERPA requirements, and UofL CEHD agrees to the following conditions:
 - i. If UofL CEHD 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 UofL CEHD before the JCPS IRB-approved informed consent process has been executed. In this case, UofL CEHD does not function as an exception under FERPA. UofL CEHD 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. UofL CEHD must deliver copies of the signed authorization to JCPS upon request.

- ii. If UofL CEHD has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then UofL CEHD 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 UofL CEHD 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.
 - (c) Require all employees, contractors, volunteers, and agents of UofL CEHD to comply with all applicable provisions of FERPA with respect to any such data. UofL CEHD shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (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. UofL CEHD 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 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 UofL CEHD 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.
- d. 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.
- e. Adhere to the reporting timeframes (e.g., quarters, semesters, years) service provider requested in Attachment A.

- f. Adhere to the timelines in Attachment A for when a service provider will provide JCPS with UofL CEHD [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.
- g. If relevant, obtain signed non-disclosures (Attachment B) for each individual from UofL CEHD responsible for evaluation and analysis activities who must access identifiable data referenced in Attachment A.
- h. 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.
- i. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- j. Acknowledges that JCPS retains the right to audit UofL CEHD's compliance with this agreement.
- k. UofL CEHD 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.
- l. 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.
- m. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- n. Require all UofL CEHD 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.
- o. UofL CEHD 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.
- p. UofL CEHD staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
- q. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to UofL CEHD. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to UofL CEHD.

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 UofL CEHD 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 December 6, 2023 and shall terminate on July 31, 2024. The Agreement may be extended by mutual written agreement of JCPS and UofL CEHD.

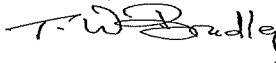
5. **Termination:** Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, UofL CEHD will be permitted in their discretion to continue to provide services during the period in which the 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, UofL CEHD 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 UofL CEHD.
7. **Independent Parties:** JCPS and UofL CEHD 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 UofL CEHD concerning the UofL CEHD 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. **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

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

Jefferson County Public Schools:

University of Louisville:

Marty Pollio, Ed.D, Superintendent



T. Gerard Bradley, Interim University Provost

Date: _____

Date: 11/09/2023 _____

ATTACHMENT A

USE IF RECORDS ARE REQUESTED FOR DISCLOSURE

Record Collection Timeframe	School year	When [partner] will submit request to JCPS	When JCPS will fulfill request
2022	SY 2021-22	January 15, 2024	March 15, 2024
2023	SY 2022-23	January 15, 2024	March 15, 2024

Data Elements Given to JCPS by [partner]

EPSB ID numbers of UofL graduates (within last five years) employed by JCPS

Data Elements Fulfilled by JCPS	Delivery Notes
Aggregated 2022 KSA Performance Level (% students scoring Novice, Apprentice, Proficient, Distinguished) for UofL graduates	Report by Grade* by Content (Reading, Math, Science, Social Studies, Writing) (at least 10 teachers per group)
Aggregated 2023 KSA Performance Level (% students scoring Novice, Apprentice, Proficient, Distinguished) for UofL graduates	Report by Grade by Content (Reading, Math, Science, Social Studies, Writing) (at least 10 teachers per group)
Aggregated 2022 KSA Performance Level (% students scoring Novice, Apprentice, Proficient, Distinguished) for non-UofL graduates	Report by Grade by Content (Reading, Math, Science, Social Studies, Writing) (at least 10 teachers per group)
Aggregated 2023 KSA Performance Level (% students scoring Novice, Apprentice, Proficient, Distinguished) for non-UofL graduates	Report by Grade by Content (Reading, Math, Science, Social Studies, Writing) (at least 10 teachers per group)

Note: If the aggregate number is below ten, JCPS will aggregate the test scores at the school level (Elementary, Middle, or High). If the aggregate is below ten at the school level, the data will not be provided.