

Memorandum of Agreement
Between Jefferson County Board of Education
And Kentucky Department of Education

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 Kentucky Department of Education (hereinafter "KDE"), a state education agency with its principal place of business at 300 Sower Boulevard, Frankfort, Kentucky 40601.

WHEREAS, JCPS has been awarded Year 4 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 effective July 1, 2024, through June 30, 2025. 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 state partners to be part of this initiative, the Wallace Foundation Equity Centered Pipeline Initiative (hereinafter "Project").

WHEREAS, the Wallace Foundation has determined and desires to clarify that any funding not yet exhausted from the Year 1, 2, or 3 MOA (carryover funds) may be applied to the Year 4 MOA once approved by Wallace, to extent the terms of the MOA to allow the existing funding to be exhausted.

WHEREAS, the Wallace Foundation has determined funding guidelines to be followed per Appendix A.

WHEREAS JCPS and KDE, through the Office of Educator Licensure and Effectiveness, 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 KDE agree that they will collaborate on the Project as described below.

I. KDE 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 KDE 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 KDE performing services on JCPS schools premises during JCPS school hours under this MOA may be required 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 administrative findings of child abuse and neglect records maintained by the Cabinet for Health and Family Services. If such national and state criminal history background check is required of any employee, volunteer or contractor (including employees of contractors) of KDE, it shall be performed by JCPS and be at the expense of JCPS.
- 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:
 - a. Any conviction for sex-related offenses;
 - b. Any conviction for offenses against minors;
 - c. Any conviction for felony offenses except as provided in number 6 below;
 - d. Any convictions for deadly 'weapon-related offenses;
 - e. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
 - f. 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. KDE 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 KDE.

- I. If the performance of this Agreement involves the transfer by JCPS to KDE 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"), KDE agrees to:
 - 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 KDE 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.
 - c. Require all employees, contractors, volunteers, and agents of KDE to comply with all applicable provisions of FERPA with respect to any such data. KDE 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. KDE 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.
 - 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 KDE 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.
 - f. 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 KDE for the purposes of this Agreement. KDE will require all employees, contractors, volunteers, or agents of any kind to comply with this provision. JCPS retains the right to audit KDE's compliance with the confidentiality requirements of this provision.

- J. 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.
- K. KDE 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 KDE with \$45,000 and any approved Year 1, 2, or 3 carryovers approved by Wallace through a reimbursement sub-award 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 and implementation 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. Period of Performance:

- A. This Agreement shall be in effect for the period beginning July 1, 2024, through June 30, 2025.

IV. Payment

- A. Funds provided to KDE under the Memorandum of Agreement between JCPS and KDE effective September 1, 2023, related to the Year 3 grant from the Wallace Foundation (the Year 1, 2, 3 MOA) may be utilized toward services approved by Wallace under the MOA, and applied to Wallace approved services provided under this MOA.
- B. 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. KDE 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.)

- C. If paying JCPS employees, they can only be paid for time outside of contracted hours. Timesheets containing date, start time and end time must be provided for JCPS employees and submitted with all other expense documentation.
- D. If travel is involved, KDE's travel guidelines must be followed. Proof of institution travel guidelines will need to be submitted with submissions.
- E. Travel for JCPS employees working for KDE must follow JCPS guidelines.
- F. KDE invoices must be submitted to JCPS no more than monthly for previous months expenses. Reimbursement of expenses must be submitted to JCPS within 60 days of posting to account.
- G. 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.
- H. If the approved budget includes indirect costs, such costs will be identified in a separate budget line and cannot exceed 15% of direct costs.
- I. If KDE expects to have unexpended funds at the end of the Period of Performance, at least three months prior to the Agreement end date, KDE 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.

V. Termination

- A. 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 KDE 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

- A. 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 KDE.

VII. Equal Opportunity

- A. During the performance of this Agreement, KDE 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.

VIII. Compliance with Anti-lobbying Regulations

- A. Because the Internal Revenue Code (specified in the Wallace MOU) places certain restrictions on the use of grants made by private foundations such as Wallace Foundation, KDE 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)(l) of the Internal Revenue 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 Code.

IX. Compliance with Anti-terrorism Regulations

- A. KDE 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. KDE 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.

X. Withholding Payment and Termination or Expiration of Funding

- A. JCPS reserves the right to withhold payment or terminate this Agreement under any of the following circumstances:
 - a. KDE fails to comply with the terms and conditions of this Agreement.
 - b. Any representations or warranties by KDE 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 KDE leadership or key project staff occur that may threaten the implementation of the Project.
 - d. KDE becomes unable for any reason to carry out the purpose of the Agreement.

- B. 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.

XI. Publications, Presentations and Materials

- A. If during the term of the Agreement, KDE 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"), KDE shall retain the copyright to all such Products. However, KDE hereby grants, transfers, and assigns to the Wallace Foundation a nonexclusive, 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. KDE shall send JCPS and Wallace Foundation an electronic version, in WORD and PDF format, of all such Products.
- B. In addition, in the course of performing the work, KDE 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"). KDE 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.

XII. Reports

- A. 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 KDE might take as a result of funded work.

XIII. Participation in Studies and Evaluations

- A. As partners in knowledge development, KDE agrees to cooperate fully with JCPS and Wallace Foundation and its designees, including cooperating with data collection activities. KDE 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

- A. In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that KDE 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 KDE.

XV. Captions

- A. 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

- A. This Agreement contains the entire agreement between JCPS and KDE and supersedes any and all prior agreements executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect. The terms and conditions set forth in this Agreement shall apply exclusively to the Project. The terms and conditions set forth in this Agreement shall not apply to, limit, impair, or otherwise impact the authority of KDE, its agents, or employees in carrying out KDE's duties as state education agency outside the Project.


IN TESTIMONY THEREFORE, the parties have caused this Agreement to be executed in their respective name, on the day and year signed below, with the effective date as of July 1, 2024.

JEFFERSON COUNTY PUBLIC SCHOOLS

Marty Pollio, Ed.D.
Superintendent

Date

KENTUCKY DEPARTMENT OF EDUCATION



Robin Fields Kinney
Interim Commissioner of Education

06/06/2024

Date

Appendix A
Wallace Year 4 Grant Overview & Guidelines

Overview

- **Award Sizes:** Year Four grant awards will be \$1,345,000
 - \$700,000 for the district
 - \$300,000 for each university partner
 - \$45,000 for the state partner
- **Grant Period:** Year Four will begin on July 1, 2024 and end on June 30, 2025. Note that we will continue to use an adjusted grant period to better align with district budget cycles. The Year Five grant period will run from July 1-June 30 as well.

Guidance for Districts, University and State Partners	
Carryover	<ul style="list-style-type: none"> ● Year Three carryover will be finalized after final financial reports are submitted on July 31st ● Once carryover is finalized, it will be incorporated into the Year 4 budget. ● Carryover dollars may be used in any way approved by the Wallace contact that furthers the Year 4 scope of work, except for required allocations listed below (e.g., communications money).
Indirect	<ul style="list-style-type: none"> ● No more than 20% for indirect total is allowable (across districts and partner institutions). ● The 20% maximum also applies to funds that are re-granted / sub-awarded. For example, if a district takes 5% in indirect, a university partner takes 10% in indirect, then the mentor university may take up to 5% in indirect.
Required Allocations	<ul style="list-style-type: none"> ● Leader Tracking Systems (LTS/LDMP): All funds held for this domain specific focus but moving into year 4, you are encouraged to collaborate with your Wallace Program Officer to more specifically consider and determine how funds should be utilized for this important aspect of your ECPI work. ● Communications: Any funds remaining from the previously awarded funds to support communications in any previous grant years must be used to support communications. ● Mentor Universities: In an effort to be responsive to unique needs of all partners, funds for mentor partnerships are not a requirement, rather an option to be determined by participating universities. However, carryover funds previously allocated for Mentor universities must be used for that purpose. ● PLC Travel: <ul style="list-style-type: none"> ○ DPT [Districts, Universities]: Hold funds for two initiative-wide in-person convenings in Year 4 (assume \$1500 per person). <i>Note:</i> Our new PLC partner, Aspen Institute, will cover state travel expenses.

Guidance for Districts, University and State Partners	
	<ul style="list-style-type: none"> ○ Equity Officer PLC [Districts]: Hold funds for one in-person convening in Year 4, separate from the initiative wide PLC (assume \$1500 per person for not more than 2 individuals). ○ Principal Supervisor PLC [Districts]: Hold funds for two in-person convenings in Year 4, separate from the initiative wide PLC (assume \$1500 per person for not more than 4 individuals). ○ School Leader PLC [Districts]: Hold funds for five school leaders to attend at least one in person meetings in Y4 (assume \$1500 per person). ○ Faculty PLC [Universities]: Hold funds for up to five faculty members to attend at least two in person meetings in Y4 (assume \$1500 per person).
Food and Travel Guidelines	Please refer to your district or institution’s established guidelines to book travel and plan for meal expenses.
Budget planning and funding sustainability (Year 4 plus carryover from Year 3)	<ul style="list-style-type: none"> ● The budget should support the work plan and related goals and will be organized in the same manner. Year 4 expenses <i>may</i> include the following: <ul style="list-style-type: none"> ○ Funds for salary and fringe of key staff (e.g., Project Director, administrative support for project). <ul style="list-style-type: none"> ■ For Year 4, this should be no more than 30% percent of any salaries covered by the grant, with the remaining salary costs picked up by the district or university. By the end of the grant, Wallace contributions should be zero. ○ Technical assistance (e.g., consultants or organizations to support key efforts related to goals and workplan); ○ Professional development expenses that support the sustainability of the district’s equity centered pipeline work directly related to year 4 goals and work plans (e.g., training materials, stipends, organizations or consultants to support); ○ Pilot continuation efforts related to the work plan; ○ Regrants to community organizations to support efforts; ○ Stipends to staff to participate in additional activities. ○ Capital expenses are non-allowable. <p>NOTE: Considerations for any other ongoing expenses covered by the grant should leverage the same step down funding approach articulated for staff above. For clarifications, please leverage your Wallace Program Officer.</p>
Wallace costs vs.	<ul style="list-style-type: none"> ● Wallace funds: Wallace costs are the grant funds. ● Non-Wallace funds: Non-Wallace costs are funds that the district, university or state is contributing to the work.

Guidance for Districts, University and State Partners	
non-Wallace costs	In Year 4, we continue to encourage districts and partners to look holistically at all of the costs associated with both the design and implementation of the equity centered pipeline work. This includes the identification of the non-Wallace costs that might be encumbered as part of the institution’s budget both in the upcoming budget cycle and beyond the funding period. We hope this ongoing internal cost analysis will support districts and partners in deepening their understanding of the costs associated with the equity-centered pipeline while keeping a lens on sustainability.
One-time vs. Ongoing expenses	<ul style="list-style-type: none"> ● One-time costs: Those costs are that will be incurred only during the grant period for the development, creation or testing of work. This could be the creation of a professional development program and/or the development of a leader tracking system. ● “On-going” costs: These are costs that will be recurring costs in order to continue operating your equity-centered pipeline after the grant funds end. These might be costs to annually implement your new professional development program and/or to maintain your leader tracking system. <p>As we approach the end of the grant, districts and partners are encouraged to be intentional in using Wallace funds for “one-time” costs. It is strongly recommended that districts and their partners are beginning to more actively leverage operating, expected, and/or recurring district funds for “on-going” costs in order to maintain a focus on sustainability of this work beyond the grant period.</p>
Interest earned	The Grant funds are to be invested in U.S. Treasury Bills or an FDIC-insured certificate of deposit, checking or savings account or a money market mutual fund that is registered under the Investment Company Act of 1940 (Section 270.2a-7) until such time as the funds are expended to meet the purposes of the Grant, unless otherwise mutually agreed to in writing by you and Wallace. Any income earned by the Grant funds prior to expenditure may be used only for the projects and activities covered by this Agreement. You agree to include and specifically identify in your financial reports to Wallace any income earned by the Grant funds.

Instructions for Completing Budget Template

To support districts as they engage in the financial management process, an updated budget template has been designed. The new reporting template has been designed to prepopulate pertinent information to increase efficiency as districts respond to requests for Interim and Final Financial Reports. The new template is attached here, and directions are provided below

1. Use the first tab “budget” of the excel sheet to create your budget.



2. Enter your district name and grant award number at the top of the template.
3. For the draft budget due on July 31 complete a budget that reflects the Year 4 grant award. Once carryover is finalized on August 23, budgets will be updated and available to reflect both Year 4 funding and carryover.
4. Each budget item should be tagged to at least one domain area, or ODE (other direct expenses). Budget items may be tagged up to seven times.
5. You may enter data into any gray cell. Other cells are protected.
6. If you have any questions or if a cell does not seem to be calculating correctly, please reach out to your Wallace contact.
7. Please keep a master copy of the budget in excel to capture data from the district, both universities and the state partner(s). If you use google sheets or other mechanisms to gather budget data from your partners, please enter that data into the master excel file. When the file is transferred back and forth between formats, the formulas may be impacted. Thank you!