

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Spalding University, College 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 Spalding University (hereinafter "Spalding"), a private university, with its principal place of business at 845 South Third Street, Louisville, KY 40203.

WHEREAS, Jefferson County Public Schools (JCPS), through the Jefferson County Leadership Academy (JCLA), and Spalding desire to collaborate in the development and implementation of leadership education initiatives designed to cultivate high-quality leaders who will strengthen and sustain excellence within JCPS;

WHEREAS, this partnership seeks to enhance the leadership capacity of current and aspiring JCPS leaders while providing Spalding students with meaningful experiential learning opportunities that promote leadership growth, civic responsibility, and community engagement;

WHEREAS, JCPS and Spalding has been awarded Year 6 grant funding from the Wallace Foundation to continue development and implementation of a comprehensive, equity-centered leadership pipeline, and both parties desire to extend and sustain the partnership through the continuation of this work;

WHEREAS, the Wallace Foundation permits the use of any remaining or unexpended funds from prior grant years (including Years 1–5) to support ongoing project activities, subject to Wallace Foundation approval and funding guidelines;

WHEREAS, JCPS and Spalding desire to ensure that all available Wallace Foundation funds, including Year 6 allocations and any approved carryover funds from Years 1–5, are fully utilized to support the goals and deliverables of the Project;

NOW, THEREFORE, the purpose of this Memorandum of Agreement is to establish a collaborative partnership between the Jefferson County Leadership Academy and Spalding University that supports the preparation, development, and continuous improvement of educational leaders dedicated to advancing student success and organizational excellence within Jefferson County Public Schools.

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and Spalding University, College of Education, agree as follows:

1. Duties of Jefferson County Public Schools:

- a. Provide overall leadership and coordination for the partnership with Spalding University to ensure the Program's fidelity to JCPS goals and operational standards
 - i. Partnership Vision: Shared Purpose, Alignment, and Goal Setting

1. Provide overall leadership and coordination for the partnership with Spalding University to ensure the Aspiring Leaders Program aligns with JCPS goals and operational standards.
 2. Recognize the JCPS/Spalding Aspiring Leaders Program as an integral component of the Jefferson County Leadership Academy (JCLA).
 3. Emphasize the program's alignment with district expectations and strategic priorities.
 4. Engage Spalding University in JCLA program planning, implementation, and evaluation.
 5. Involve Spalding in leadership updates and district-level strategic planning processes related to organizational and instructional leadership.
 6. Set shared goals and monitor progress to ensure program effectiveness.
- ii. Shared Program Leadership: Collaboration on Recruitment, Selection, Coursework, and Clinical Experience
1. Identify and provide qualified JCPS personnel to assist in developing and delivering courses, activities, and field experiences.
 2. Provide release time for JCPS staff to collaborate with Spalding on program development and continuous improvement.
 3. Collaborate with Spalding faculty to develop and administer the candidate screening and selection process.
 4. Assign JCPS personnel with principal certification to serve as mentors and coaches for candidates.
 5. Facilitate opportunities for candidates to participate in authentic, school-based leadership experiences across JCPS schools.
- iii. Partnership Infrastructure: Decision-Making, Roles, Structures, and Resources
1. Implement a JCLA Partnership Team that meets at least three times per year with Spalding participation.
 2. Meet with Spalding at least six times per year to coordinate partnership efforts and ensure ongoing alignment.
 3. Provide facilities or space for program meetings and coursework as needed.
 4. Ensure communication structures are in place to support collaboration and shared decision-making.
- iv. Continuous Improvement and Progress Tracking: Data Sharing, Collaborative Analysis, and Continuous Improvement
1. Assist Spalding in data collection through the creation of data-sharing agreements related to the Leader Tracking System (LTS).
 2. Facilitate a partnership self-study process every three years with Spalding participation
 3. Participate in collaborative data analysis to inform program improvement.

- v. Partnership Sustainability, Alignment, and Integration: Ongoing Support, Leadership Collaboration, and Long-Term Planning
 - 1. Collaborate with Spalding to update shared partnership vision and program goals as needed.
 - 2. Support the sustainability of the program through district leadership engagement and resource planning.
 - 3. Incorporate Spalding into JCLA planning and professional development initiatives for aspiring and current administrators.

2. Duties of Spalding University:

- a. Provide overall coordination and academic leadership for the JCPS/Spalding Aspiring Leaders Program, ensuring alignment between university coursework, district initiatives, and state certification standards.
 - i. Partnership Vision: Shared Purpose, Alignment, and Goal Setting
 - 1. Provide overall coordination and academic leadership for the JCPS/Spalding Aspiring Leaders Program, ensuring alignment between university coursework, district initiatives, and state certification standards.
 - 2. Align program goals with JCPS's district expectations and strategic priorities.
 - 3. Participate in leadership updates and district-level strategic planning processes.
 - ii. Shared Program Leadership
 - 1. Collaborate with JCPS regarding program Recruitment, Selection, Coursework, and Clinical Experience
 - 2. Collaborate with JCPS on candidate recruitment and selection processes.
 - 3. Design and deliver a pre-service principal preparation program aligned with Kentucky Administrative Regulations (KAR), Kentucky Revised Statutes (KRS), and JCPS priorities.
 - 4. Ensure course activities, clinical field experiences, and coaching provide authentic leadership opportunities.
 - 5. Support candidates in completing certification requirements and passing state certification examinations.
 - 6. Assist candidates with graduate program admission, financial aid, and scholarship opportunities.
 - iii. Partnership Infrastructure: Decision-Making, Roles, Structures, and Resources
 - 1. Designate university faculty representatives to serve as members of the JCLA District Planning Team (JCLA-DPT).
 - 2. Participate in the JCLA Partnership Team that meets at least three times per year.
 - 3. Meet with JCPS at least six times per year to coordinate partnership efforts.
 - 4. Engage in shared decision-making and collaboration through established communication structures.
 - iv. Continuous Improvement and Progress Tracking: Data Sharing, Collaborative Analysis, and Continuous Improvement

1. Collaborate with JCPS on the development and maintenance of the Leader Tracking System (LTS).
 2. Provide JCPS with feedback, research summaries, and evidence-based recommendations on leadership development strategies.
 3. Participate in a partnership self-study every three years with JCPS.
 4. Provide JCPS with annual reports and presentations on program outcomes, performance, and plans for improvement.
- v. Partnership Sustainability, Alignment, and Integration: Ongoing Support, Leadership Collaboration, and Long-Term Planning
1. Demonstrate institutional commitment to sustaining the partnership and supporting program evolution.
 2. Update shared partnership vision and program goals in collaboration with JCPS.
 3. Collaborate on professional development opportunities and leadership academy activities for aspiring and current administrators.
 4. Ensure continued compliance with state certification standards and accreditation requirements.
- 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 the 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 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 and JCPS must manage the data transfer in accordance with FERPA requirements, and Spalding agrees to the following conditions:
- d. If Spalding 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 Spalding before the JCPS IRB-approved informed consent process has been executed. In this case, Spalding does not function as an exception under FERPA. Spalding 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. Spalding must deliver copies of the signed authorization to JCPS upon request.
- e. If Spalding has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then Spalding shall:

- i. 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.
- ii. 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 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.
- iii. 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.
- iv. 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 this agreement.
- v. 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.
- vi. 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.
- vii. To direct all communication and decisions regarding the evaluation, data collection, and analysis to the Accountability, Research, and Systems Improvement office.
- viii. Acknowledges that JCPS retains the right to audit Spalding's compliance with this agreement.
- ix. 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.
- x. 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.
- xi. 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.

- xii. Require all Spalding 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:
 - 1. Any conviction for sex-related offenses.
 - 2. Any conviction for offenses against minors.
 - 3. Any conviction for felony offenses, except as provided below.
 - 4. Any conviction for deadly weapon-related offenses.
 - 5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years. Any conviction for violent, abusive, threatening, or harassment related offenses.
 - 6. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- xiii. Spalding 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.
- xiv. Spalding staff and volunteers will comply with all JCPS health safety guidelines, including rules related to COVID-19 mitigation.
 - 1. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to Spalding. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to Spalding.

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 Spalding 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. Both parties shall designate a representative to serve as the program lead and primary point of contact to facilitate communication and collaboration between the two organizations.
- e. Both parties shall collaborate to evaluate the effectiveness of the Program annually.
 - i. Evaluation will include, but not be limited to:
 - 1. Candidate progress toward and attainment of certification.
 - 2. Candidate performance and readiness as school leaders.
 - 3. Feedback from JCPS mentors, Spalding faculty, and program participants.
 - 4. Analysis of Leader Tracking System (LTS) data.
 - 5. Program alignment with JCPS strategic priorities and KYEPSB standards.
 - 6. Findings from evaluations will inform joint continuous improvement plans, curriculum revisions, and strategic adjustments to ensure the program remains relevant, effective, and impactful.

4. Funding and Use of Wallace Grant Funds:

- a. Funds provided under this Agreement include Year 6 Wallace Foundation grant funds, as well as any remaining or unexpended funds from prior grant years (Years 1–6) that have been approved for carryover by the Wallace Foundation.
- b. Such funds may be applied to services, activities, and deliverables aligned to the Wallace Foundation Equity-Centered Pipeline Initiative and approved by JCPS and the Wallace Foundation.
- c. The parties acknowledge that the use of all funds, including any Year 6 carryover funds, is contingent upon Wallace Foundation guidelines and approvals, and both parties agree to collaborate to ensure full and appropriate expenditure of all available funds within the approved project timeline.

- 5. **Term:** This Agreement shall be effective commencing July 1, 2026, and shall terminate on June 30, 2029. The Agreement may be extended by mutual written agreement of JCPS and Spalding.
- 6. **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, Spalding 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.e.xiv above. In the event of an immediate termination, Spaulding University shall not be permitted to continue to provide services after receipt of the notice of termination.
- 7. **Amendment:** This Agreement may be modified or amended only by a written agreement signed by JCPS and Spalding.
- 8. **Independent Parties:** JCPS and Spalding are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be

9. **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.
10. **Entire Agreement:** This Agreement contains the entire agreement between JCPS and Spalding concerning the Spalding and supersedes all prior agreements, either written or oral, regarding the same subject matter.
11. **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.
12. **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.
13. **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:

Spalding:

H. Brian Yearwood, Ed.D,
Superintendent



Melissa Chastain, Ph.D.
Provost

Date: _____

Date: 8/10/26