

**Metro United Way
Agency Investment Agreement
with
Jefferson County Public Schools
Louisville Education and Employment Partnership**

OK AS TO FORM
Rm 1-20-15

A community of connected people – all people – united and working together for the benefit of all is at the heart of what Metro United Way (MUW) represents. For nearly 100 years, Metro United Way has worked to advance the common good in our community by creating opportunities for a better life for all; we do this by recruiting the people and organizations who bring the passion, expertise and resources needed to get things done.

Our mission is to improve lives and our community by engaging people to give, advocate and volunteer. Metro United Way's vision is a community whose people achieve their fullest potential through education, financial stability and healthy lives – the building blocks for a good quality of life. We believe we can reach our ambitious goals by being outcome-driven and focused on our Community Aspirations that will lead to long-term sustainable change:

- All children will enter kindergarten ready to learn.
- All youth will complete high school on time prepared for college, work and life.
- Parents and caregivers will have the knowledge, skills and abilities to maintain family stability and help their children succeed.
- We will sustain a network of services that address basic needs.

We know that together, we can impact the quality of life for everyone in our community because:

Education: When our children are ready for kindergarten and stay on track to graduation, they are better prepared for the future and contribute to our communities.

Financial Stability: When families have the tools to be financially independent, neighborhoods become stronger, our schools improve and our businesses prosper.

Healthy Lives: When our needs are met, we are healthier, more financially stable, our kids do better in school and our communities thrive.

I. Purpose:

The purpose of this agreement is to define a cooperative and mutually beneficial relationship between Metro United Way, Inc. ("Metro United Way" or "MUW") and Jefferson County Public Schools on behalf of Louisville Education and Employment Partnership ("LEEP"). This agreement is based upon LEEP and MUW fulfilling the criteria outlined below.

II. MUW and LEEP agree to:

- a. Demonstrate a commitment to model diversity and inclusion by striving to reflect the diverse composition of our regional population in our Boards of Directors, staff, volunteers and those served by MUW and LEEP. Diversity and inclusion are defined as:

Diversity: the quality of being different or unique at the individual or group level. This includes work style, parental status, sexual orientation, gender, gender identity, race, national origin, language, age, religion, mental and physical abilities – and more.

Inclusion: a strategy to leverage diversity. Diversity always exists in social systems. Inclusion, on the other hand, must be created. In order to leverage diversity an environment must be created where people feel supported, listened to and able to do their personal best.

- b. Communicate openly on matters of common concern or mutual interest.
- c. Indemnify, hold harmless and defend the other party (its officers, employees, agents, representatives, volunteers and assigns) against any and all claims, costs (including reasonable attorney's fees), demands, causes of action, suits, injuries, damages of any kind whatsoever, loss or death resulting from that party's negligence, misconduct, malicious actions, or omissions while carrying out the requirements of this agreement to the extent permitted by Kentucky law.

III. LEEP will:

- a. Maintain a governing body that is sufficiently active to guide, plan and support the achievement of the organization's mission and goals.
- b. Maintain documented, comprehensive risk prevention and management practices, including succession planning and maintenance of respectful, safe and accessible facilities that reduce LEEP's risk, loss and liability exposure.
- c. Maintain policies that ensure the rights and dignity of the constituents are respected.
- d. Actively promote their relationship with Metro United Way by including its current logo on all LEEP program promotional and solicitation materials, in a visible location at LEEP program facilities and on LEEP's program website. The current logo will be provided by MUW and review/approval from MUW may be requested prior to production.
- e. Pursue stable, predictable sources of revenue through diversification and balance in funding streams consistent with LEEP's mission and programs.
- f. Adhere to the following Communication Standards:
 - i. Notify the Metro United Way Vice President of Community Impact within 48 hours should the following occur with LEEP program:
 - 1. A significant incident that could attract or has attracted media attention.
 - 2. Loss of license or certification that requires LEEP to stop a Metro United Way funded service immediately.
 - 3. The entry of a monetary judgment, sanction or penalty by a court against LEEP; a voluntary settlement by LEEP of an action or matter which involves the payment of a monetary judgment, sanction or penalty; or a finding from an investigatory body concluding LEEP or its representatives failed to perform a legal duty. MUW will not be entitled to receive notification of any confidential information.
 - 4. Staff or Constituent death or serious injury relating to service delivery by LEEP.
 - 5. Change in leadership at LEEP.
 - 6. LEEP has reason to believe it has been victim of a loss of \$500 or more as a result of any crime, fraud, misappropriation, embezzlement, or theft involving property, client funds or MUW funding.
 - ii. Notify Metro United Way Vice President of Community Impact within 10 business days should the following occur with LEEP:
 - 1. Involuntary or voluntary discontinuation of accreditation, or other change in accredited status.

2. Loss or significant reduction in funding from a governmental contract/grant/foundation/other source (significant enough to impact consumers for continuing service).
- iii. Provide notification to the Vice President of Community Impact when a major change is being considered for LEEP.
- g. Conduct a MUW employee campaign with payroll deduction and endeavor to complete this by September 1, striving for 100% presentation and high levels of participation.
- h. Be available to participate in speaker training and speak at workplace meetings and other campaign opportunities.
- i. Submit to the Vice President of Community Impact,
 - i. An annual audit of the program in accordance with Generally Accepted Accounting Principles in the United States and management letter to MUW as soon as possible, but no later than six months after LEEP's fiscal year end. Should the audit report identify significant deficiencies and/or material weaknesses, LEEP should include a plan to address and correct the deficiencies.
 - ii. Financial statements including balance sheet and year to date income and expense statements annually upon request.
 - iii. LEEP's monetary investment policy upon request.
 - iv. LEEP's non-discrimination policy upon request.
 - v. Client demographic information and results upon request.
 - vi. Program quality measurement results upon request.
 - vii. Additional public reports as requested, including but not limited to information to support LEEP's compliance with sections II and III of this Agreement.

IV. Metro United Way will:

- a. Ensure volunteers make funding recommendations following a review of alignment to MUW community aspirations and strategies to achieve those aspirations and results achieved by LEEP.
- b. Adhere to a Conflict of Interest Policy to guard against decisions that may be affected by an actual or perceived conflict of interest.
- c. Communicate LEEP investment amounts in writing. The communication will include the specific results MUW will support and any additional expectations MUW may have.

Violations of this agreement may result in a reduction or elimination in the LEEP's investment funding.

Notification of Termination of MUW Investment

Either party may terminate this agreement by notifying the other party in writing. The notice must include the reason for termination and the selected termination date. Notice of termination by Metro United Way will be directed to leadership of LEEP. Notice of termination by JCPS should be directed to MUW's Vice President of Community Impact. All investment payments will be suspended at the date of the termination, unless otherwise agreed upon. Depending on the reason for termination of this agreement, the investment payments may continue until the end of the funding year or another agreed upon date.

By signing below, I agree that I have read and understand this agreement and will commit to the responsibility and requirements contained herein:

Jefferson County Board of Education:

Board Chair: _____
David A. Jones, Jr.

Signature: _____

Superintendent: _____
Donna M. Hargens, Ed.D.

Signature: _____

Date of Final Signature: _____

Metro United Way, Inc.:

Board Chair: _____
Joseph L. Brown

Signature: _____

President/CEO: _____
Joe Tolan

Signature: _____

Date of Final Signature: _____