

MEMORANDUM OF UNDERSTANDING

On the 1st day of September, ~~2014~~ **2017**, this Memorandum of Understanding (MOU) is an agreement entered into by and between the Boone County Local Board of Health (BCLBH), the Boone County Public Library (BCPL), the Boone County Cooperative Extension District (BCCED), the Boone County School District (BCSD), the Walton-Verona School District (WVSD), the Boone County Fiscal Court (BCFC), the Boone County Planning Commission (BCPC) and United Way of Greater Cincinnati (UWGC), collectively referred thereafter as Partners of Boone County Success by 6 (BCSB6).

WHEREAS, the Partners desire to continue the Success By 6 initiative in order to improve school readiness for Boone County children.

WHEREAS, the Partners have agreed to work collaboratively in order to implement this initiative.

NOW THEREFORE, in consideration of the unique financial support and structure of BCSB6, the Partners agree to the following:

A. Finance and Administration

1. UWGC shall be the fiscal agent for ~~the daily operation of BCSB6~~ **processing monthly invoices and tracking revenues of BCSB6**. Overall financial responsibility of the organization is left to the Partners. UWGC shall provide a monthly statement of revenues and expenses to the BCSB6 **Senior** Manager for distribution to the BCSB6 Board of Directors.
2. UWGC shall assist BCSB6 in the preparation and submission of third party grants. Submittal of grant applications shall be approved by the BCSB6 Board of Directors. Grant opportunities must be in alignment with UWGC and Success By 6 priorities if United Way staff resources are utilized. Further, the Partners agree that United Way may charge an administrative fee for the administration of third party grants.

3. UWGC and BCSB6 shall receive funds and/or in-kind contributions from Partners and other sources. UWGC shall use all funds and/or in-kind contributions solely for the purposes set forth in this Agreement and to benefit children in Boone County.
4. BCSB6 shall operate by a Board of Directors authorized pursuant to its By-Laws and this Agreement. It shall serve as the Governing Body of the organization. Any decision regarding the expenditure of funds designated for BCSB6 shall require approval from the Board of Directors.
5. The daily operations of BCSB6 shall be performed by an employee of UWGC and shall have the title of **Senior Manager**. The BCSB6 **Senior Manager** shall report both to the United Way ~~Regional Executive Director of Success by 6~~ **Vice-President/Success by 6 and Area Communities** and the Executive Committee of BCSB6.
6. UWGC shall be reimbursed for all costs associated with employing the BCSB6 **Senior Manager**, which includes but is not limited to salary, benefits and taxes associated with such employment.
7. The BCSB6 **Senior Manager** will ~~be a member of United Way's Center of Excellence (COE) structure with~~ **devote a maximum of 25% of staff time** ~~devoted to COE or~~ regional work activities, some of which may be an extension of the current work performed in Boone County. As part of the 25% time commitment to regional Success By 6 work, it is expected that the BCSB6 **Senior Manager** participate in UWGC staff functions, relevant leadership and content specific meetings and development opportunities.
8. Both UWGC and the BCSB6 Board of Directors will be involved in the hiring, discipline, evaluation and compensation of the BCSB6 **Senior Manager**. The BCSB6 **Senior Manager** serves as staff to the Board of Directors. An annual performance review of the BCSB6 **Senior Manager** shall be conducted by the ~~Regional Executive Director of Success By 6~~ **Vice-President/Success by 6 and Area Communities** with assistance from the Executive Committee of BCSB6. If deemed appropriate, UWGC shall recommend a specific annual merit increase for the BCSB6 **Senior Manager** to the Board of Directors for action. UWGC also reserves the right to terminate, continue to

employ, or change the employment terms of the BCSB6 **Senior** Manager based upon consultation within the BCSB6 Executive Committee.

B. Funding

1. Partners may contribute funds on an annual basis or on a project basis to UWGC for use by BCSB6. These annual contributions will be determined by the Partners respective Governing Boards. All annual Partner contributions are payable by December 31st. United Way's annual contribution is subject to its annual campaign results.
2. If this Agreement is terminated, any unspent BCSB6 funds contributed by the current Partners at the time of the termination will be returned to the appropriate Partner with the written understanding that the funds be used for the benefit of Boone County children subject to the proportion of their respective financial contribution as approved by the Board of Directors.
3. The BCSB6 **Senior** Manager shall inform UWGC prior to commencing any fundraising efforts, with the exception of public funds, or scheduling any fundraising event that will take place and potentially affect UWGC's annual campaign from August - October.

C. Partner Roles/Participation

In addition to contributing funds, certain Partners will also contribute in-kind services to BCSB6:

1. Boone County Cooperative Extension District will provide office space, including utilities and maintenance.
2. Boone County School District and Walton-Verona School District will share data from student assessments relative to kindergarten readiness.
3. Boone County Fiscal Court will provide ~~technology and maintenance support for computer and office furniture:~~ **information technology support in resolving computer technical problems and advising on computer software and equipment purchases.**

4. Boone County Planning Commission will provide GIS mapping and planning services.
5. Northern Kentucky Health Department will provide technical assistance and subject matter expertise on issues related to child health and safety.
6. United Way will serve as the fiscal agent at no charge except for third party grants. Other services to be provided by United Way are described elsewhere in this Agreement.

Partners may also dedicate an employee(s) either part-time or full-time to work for BCSB6 under the supervision of the BCSB6 **Senior** Manager. Said employee shall be approved by the Board of Directors. All costs associated with this employee shall be the responsibility of the dedicating Partner.

In addition, BCSB6 will help implement UWGC's ~~Center of Excellence (Bold Goals) Strategies~~ **regional goals and programs** in Boone County as appropriate. This includes sharing information related to strategies and best practices implemented in Boone County and in the region.

D. Marketing

1. UWGC Marketing will provide support for the regional Success By 6 effort. It will also provide expertise and guidance for marketing opportunities in which BCSB6 can be highlighted. All promotional and written materials will be UWGC branded. The BCSB6 **Senior** Manager will inform and coordinate media and public relations with the ~~Regional Success By 6 Executive Director~~ **Vice-President/Success by 6 and Area Communities**. UWGC will assist BCSB6 with the development of its web site. Its web site will be coordinated with a link to UWGC's web site.

E. Governance

1. UWGC will serve on the BCSB6 Board and will be informed of all Boone County Committees functioning on behalf of Success By 6. UWGC will have the opportunity to participate in a manner that is equal to all other Partners.

2. The BCSB6 Chair and the ~~Regional Success By 6 Executive Director~~ **Vice-President/Success by 6 and Area Communities** will meet on a scheduled basis with the BCSB6 **Senior** Manager to assure alignment and consistency in communication.
3. Boone County Partners will participate in the Success By 6 Regional Leadership Council and supporting Committees representing Boone County in the Greater Cincinnati region.

F. Miscellaneous

1. The term of this Agreement shall ~~be for two (2) years from the date indicated on page 1 of this Agreement~~ **automatically renew each year from the date this MOU is fully executed, unless written notification is given by any Partner.** This Agreement may be terminated by a Partner for any or no reason upon thirty (30) days written notice to the Board of Directors.
2. This Agreement contains the entire Agreement between the Partners and cannot be amended unless the amendment is in writing and executed by each Partner.
3. The Partners are independent parties entering into this Agreement. Nothing contained in this Agreement shall be construed to create any special duty, relationship, third-party benefit or relationship, respondent superior, limited or general partnership, joint venture or any other association between the Partners.
4. If any provision of this Agreement or its application to persons or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of Kentucky in all respects, without regard to conflicts of law, and the venue for any dispute arising from this Agreement shall be Boone County, Kentucky. This Agreement shall be binding upon the Partners, their heirs, legal representatives, successors and assigns.

BOONE COUNTY SUCCESS BY 6

By: _____

Date: _____

Title: Chairperson, Board of Directors

BOONE COUNTY LOCAL BOARD OF HEALTH

By: _____

Date: _____

Title: Chairperson, Boone County Local Board of Health

BOONE COUNTY PUBLIC LIBRARY DISTRICT

By: _____

Date: _____

Title: Chairperson, Board of Directors

BOONE COUNTY COOPERATIVE EXTENSION DISTRICT

By: _____

Date: _____

Title: Chairperson, Board of Directors

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Title: Superintendent

WALTON-VERONA SCHOOL DISTRICT

By: _____

Date: _____

Title: Superintendent

BOONE COUNTY FISCAL COURT

By: _____

Date: _____

Title: Judge-Executive

BOONE COUNTY PLANNING COMMISSION

By: _____

Date: _____

Title: Executive Director

UNITED WAY OF GREATER CINCINNATI

By: _____

Date: _____

Title: President

August 23, 2017