

**Memorandum of Agreement
Between
Jefferson County Public Schools, Louisville Metro Government,
and
Metro United Way**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and Metro United Way (hereafter "MUW"), with its principal place of business located at 334 East Broadway Louisville, Kentucky 40204.

WHEREAS, on October 30, 2018, the Jefferson County Board of Education approved a Memorandum of Understanding expressing the commitment of the District to participate in the *United Community* initiative, a broad coalition of community partners coming together to implement a shared technology platform to help Louisville address the social determinants of health by linking education, health, and social services in one interconnected data and referral system; and

WHEREAS, the creation and implementation of the technology platform to share data among doctors' offices, hospitals, schools, and social service organizations at multiple touchpoints, will streamline access, navigation, and coordination of available resources. This "no wrong door" solution ensures those who need support are quickly referred and served, which will be a dramatic improvement over current care referral in Louisville; and

WHEREAS, Metro United Way is serving as the lead organization and fiscal agent *for United Community*; and

WHEREAS, Metro United Way, on behalf of the *United Community* partners, entered into an agreement with Unite Us, with its principal place of business 65 No1th Moore Street, New York, New York 10013, to provide the data and referral system to be used for the *United Community* initiative, with participating community organizations receiving user licenses, training, and support; and

WHEREAS, JCPS desires to use the Unite Us data and referral platform to efficiently and effectively connect students and their families to wraparound support services to remove barriers to student success, and to work toward systems integration to permit identification of students; and

WHEREAS, JCPS, in separate document to be approved by the Jefferson County Board of Education, is entering into a Data Sharing/Use Agreement with Unite Us to facilitate the protection of data and student privacy, the accurate reporting of student interventions and outcomes, and the integration of data systems; and

WHEREAS, JCPS, in a separate document to be approved by the Jefferson County Board of Education, is entering into a Data Sharing/Use Agreement with Metro United Way to facilitate the protection of data and student privacy, the accurate reporting and analysis of student interventions and outcomes; and

WHEREAS, this Agreement provides for an extension of an existing agreement between JCPS and MUW with a term of July 1, 2019 through June 30, 2020, which will permit the parties to continue and complete the work that has been under way;

THEREFORE, JCPS and Metro United Way agree as follows:

1. Duties of Metro United Way:

- a) Provide to JCPS access to two hundred seventy-three (273) Unite US End-User Licenses for a period from July 1, 2020 and June 30, 2021.
- b) Facilitate the coordination of end-user training and network access for JCPS staff to the Unite US data platform.
- c) Serve as a liaison to assist in meeting the needs of JCPS, Unite Us, and the *United Community* network of community partners to effectuate timely and seamless implementation.
- d) Ensure compliance with the requirement that all employees, volunteers and contractors of Metro United Way, including Unite US staff, performing services on JCPS school premises during JCPS school hours under this Agreement 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 or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

2. Duties of JCPS:

- a) Upon receipt of initial access to two hundred seventy-three (273) Unite US End-User Licenses for a period from July 1, 2020 and June 30, 2021, pay Metro United Way the sum of two hundred thousand dollars (\$200,000).
- b) Identify two hundred seventy-three (273) JCPS staff members to become Unite Us end-users.

- c) Work with Unite Us and Metro United Way to ensure that all JCPS staff who are Unite Us end users are fully trained and supported throughout the term of the agreement.
 - d) Require all JCPS end-users to sign the Unite Us End-User License Agreement and Network Participation Agreement, and Provider Attestation.
 - e) Enter into a signed Data Sharing/Use Agreement with Unite US prior to any use or receipt of services under this agreement.
3. Term: The "Effective Date" of this Agreement is July 1, 2020 and, unless terminated in accordance with the termination provisions provided herein, shall continue for a period of twelve (12) months, ending on June 30, 2021.
 4. Termination: Either party may terminate this Agreement with or without cause with thirty (30) days written notice to the other party. Either party may, by written notice of default to the other party, terminate this Agreement immediately in the event of a material breach of this Agreement by the other party, provided that the terminating party has first given written notice to the other party describing the breach with reasonable specificity and demanding that the other party take action to cure the breach, but the other party has failed to cure the breach within a period of five (5) days after receipt of notice specifying the breach.
 5. Amendment: This Agreement may be modified or amended only by a written agreement between JCPS and Metro United Way.
 6. Independent Parties: JCPS and Metro United Way are considered independent parties and neither will be construed to be an agent or representative of the other, and therefore neither will be liable for the acts or omissions of the other.
 7. 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.
 8. Entire Agreement: This Agreement and the associated Data Sharing/Use Agreement together contain the entire agreement between JCPS and Metro United Way regarding the *United Community* initiative and supercede any and all prior oral and written agreements.
 9. Severability: If a court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision will 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 will be deemed separable from the remaining provisions of this Agreement. If such a provision cannot be so modified, the provision will be deemed separable from the remaining provisions of this Agreement and will not affect any other provision.

10. Counterparts: This Agreement may be executed in counterparts, in which case each executed counterpart will be deemed an original, and all executed counterparts will constitute one and the same instrument.

11. Applicable Law: This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

12. Nondiscrimination: During the term, Metro United Way or its contractors, including Unite US, shall not discriminate against any JCPS employee, applicant or student because of race, color, national origin, age, religion, marital or parental status, political affiliation or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.

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

Jefferson County Public Schools:

By: _____

Dr. Martin A. Pollio
Superintendent

Date: _____

Metro United Way:

By: Theresa Reno Weber

Theresa Reno Weber
President & CEO

Date: 6/4/2020