

**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, Metro United Way (hereafter "MUW"), with its principal place of business located at 334 East Broadway Louisville, Kentucky 40204, and Louisville Metro Government with its principal place of business located at 527 W. Jefferson Street, Louisville, KY 40202.

WHEREAS in September 2016, Louisville Metro Government, MUW and JCPS committed as the founding organizations for Building Louisville's Out-of-School Time (hereinafter "OST") Coordinated System (hereinafter "BLOCS").

WHEREAS on November 13, 2012 the founding partners formalized their commitment to out-of-school time system building efforts in Louisville by signing the Louisville Out-of-School Time Coordinating Council Charter, known today as BLOCS.

WHEREAS BLOCS is guided by the recommendations in YouthPrint, which was approved by the heads of the partner organizations on December 20, 2010. The founding BLOCS organizations have chosen to pursue this work in collaboration as a "community partnership" and adhere to the following definition: Community partnerships are "mutually beneficial and well-defined relationships entered into by two or more organizations to achieve results they are more likely to achieve together than alone."

THEREFORE, JCPS, Louisville Metro Government, and Metro United Way agree as follows:

1. Duties of Metro United Way:

- a) Plan, manage and support BLOCS, provide overall project management,
- b) Facilitate the BLOCS Operations Team, manage the program budget and contracts with BLOCS vendors and consultants,
- c) Manage and facilitate the Youth Program Quality Intervention (YPQI) process, including serving as the relationship manager with staff at the David P. Weikart Center for Youth Program Quality,
- d) Manage and facilitate the collection of social-emotional learning (SEL) and youth outcomes data including, but not limited to the use of the Staff Rating of Youth Behavior (SRYB), and

e) Convey the following information to all BLOCS partners and ensure their compliance: For any project, involving data collection or research (e.g., program evaluation or monitoring activities), 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 purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

2. Duties of JCPS:

- a) Lead efforts to expand the use and enhancement of CASCADE as the BLOCS OST data system for Louisville,
- b) Provide training and technical assistance to BLOCS OST providers focused on tracking student data in CASCADE, and
- c) Provide data to MUW for analyzing and reporting youth outcome data in conjunction with the BLOCS Summer Learning Initiative and BLOCS Logic Model/Theory of Change.

3. Duties of Louisville Metro Government:

- a) Dedicate staff to assist in the Youth Program Quality Intervention (YPQI) process, including relationship management with OST program partners,
- b) Dedicate staff to manage and facilitate youth worker trainings and professional development including, but not limited to, Youth Work Methods trainings,
- c) Provide oversight and administrative support of the professional Youth Development Certificate, including serving as relationship manager with staff at University of Louisville, and
- d) Lead efforts to convene and engage a community-wide network of OST providers focused on BLOCS' objectives.

4. 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 eighteen (18) months, ending on December 31, 2021.

5. 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.

6. Amendment: This Agreement may be modified or amended only by a written agreement between JCPS, Metro United Way, and Louisville Metro Government.

7. Independent Parties: JCPS, Metro United Way, and Louisville Metro Government 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.

8. 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.

9. Entire Agreement: This Agreement contains the entire agreement between JCPS, Metro United Way, and Louisville Metro Government concerning the BLOCS initiative and supersedes any and all prior oral and written agreements.

10. 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.

11. 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.

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

13. Nondiscrimination: During the term, Metro United Way, Louisville Metro Government, 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: \_\_\_\_\_  
Marty Pollio, Ed.D  
Superintendent

Date: \_\_\_\_\_

**Metro United Way:**

By: Theresa Reno Weber  
Theresa Reno Weber  
President & CEO

Date: May 26, 2020

**Louisville Metro Government:**

By: Allen M. Nelson, Deputy for  
Greg Fischer  
Mayor

Date: 6/8/2020