

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

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this July 1, 2020 through June 30, 2021 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, MUW coordinates a broad coalition of community partners that help Louisville address challenges associated with early childhood education and improve Kindergarten readiness through the Ready for Kindergarten Alliance. To achieve this goal, MUW funds and serves as the backbone organization for several early childhood programs and monitors physical, emotional, and academic developmental progress of Louisville area students' birth to Grade 12.

WHEREAS, Metro United Way is serving as the lead organization and fiscal agent for the Ready for Kindergarten Alliance, including the High-Quality Child-Care Programs, Pathways, and Ages and Stages Questionnaire (ASQ) and regularly evaluates the effectiveness of these programs; and

WHEREAS, JCPS supports MUW and community partners with the Ready for Kindergarten Alliance in effort to connect JCPS students and families with support services to remove barriers to early learning and long-term student success; 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 MUW to facilitate the protection of data and student privacy related to these early childhood programs;

THEREFORE, JCPS and Metro United Way agree as follows:

1. Duties of Metro United Way:
 - a) Provide JCPS with rosters of students enrolled in the Excellence Academy program and the ASQ screener in order to match and pull those students from Infinite Campus.
 - b) Serve as a liaison to assist in meeting the needs of JCPS and the network of early childhood community partners to effectuate timely and seamless implementation.
 - c) Ensure compliance with the requirement that all employees, volunteers and contractors of Metro United Way, including early childhood partners, 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.

- d) Convey the following information to all K-Ready Alliance 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) Continue to provide at least one JCPS staff member as a liaison to represent JCPS on the Ready for K Alliance, including least one JCPS staff person to provide technical assistance (i.e., data extraction, oversight, and delivery) and strategy advisement through June 30, 2021.
- b) Provide data to MUW for analyzing and reporting early childhood outcome data as stated in the DSA.

- 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 *Ready for Kindergarten Alliance* initiative and supersede 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: 6/11/20