

#### MEMORANDUM OF AGREEMENT

between

## THE UNIVERSITY OF LOUISVILLE,

#### LOUISVILLE METRO GOVERNMENT OFFICE OF YOUTH DEVELOPMENT,

#### **METRO UNITED WAY**

and

#### JEFFERSON COUNTY PUBLIC SCHOOLS

This Memorandum of Agreement (hereinafter referred to as "Agreement") effective this 25th day of May, 2022, by and between Louisville Metro Government Office of Youth Development (hereinafter referred to as OYD), Metro United Way (hereinafter referred to as MUW), Jefferson County Public Schools (hereinafter referred to as JCPS) and the University of Louisville, on behalf of its School of Public Health and Information Sciences (SPHIS), a Kentucky higher education institution (hereinafter referred to as SPHIS).

The purpose of this Agreement is to expand the training and professional development opportunities for youth development professionals in Louisville, Kentucky by participating in the Social Justice Youth Development (SJYD) Certificate Program (hereinafter referred to as certification program). The certification program, led by University of Louisville-SPHIS, will administer an expanded comprehensive training program to youth development professionals and organizations across the city.

In consideration of the promises contained herein, the parties agree as follows:

#### I. MUW RESPONSIBILITIES:

- A. Participate on steering committees and work groups for development of Code of Ethics and social justice youth development certificate
- B. Engage in developed plan for recruitment and outreach to youth development professionals and youth-serving organizations for the certification program
- C. Develop certificate content, including synchronous and asynchronous trainings modules, reflections sessions and additional areas identified through the development process
- D. Assist SPHIS and OYD in training synchronous trainers and support personnel for individuals and organizations engaged in the certification process
- E. Assist SPHIS project team with completing certification program evaluation

### II. JCPS RESPONSIBILITIES:

- A. Participate on certificate development steering committee and work groups
- B. Identify ways to market and promote certificate to JCPS employees and partners

- C. Engage in developed plan for recruitment and outreach to JCPS employees and partners, youth development professionals and youth-serving organizations for the certification program.
- D. Review certificate content, including synchronous and asynchronous trainings modules, reflections sessions and additional areas identified through the development process
- E. Review SPHIS project team's certification program evaluation report.

### III. OYD RESPONSIBILITIES:

- A. Participate on steering committees and work groups for development of Code of Ethics and social justice youth development certificate
- B. Develop plan for recruitment and outreach to market certificate to appropriate parties
- C. Develop certificate content, including synchronous and asynchronous trainings modules, reflections sessions and additional areas identified through the development process
- D. Administer certification program application and admissions process
- E. Track participant and organizational data, including completion of hours within core competency areas and continuing education units
- F. Assist SPHIS project team with completing certification program evaluation

#### IV. SPHIS (University of Louisville) RESPONSIBILITIES:

- A. Developing and approving Social Justice Youth Development (SJYD) Code of Ethics for Louisville
- B. Developing and approving required SJYD core competencies and skills areas for individual and organizational levels
- C. Designate appropriate areas for Continuing Education (CE) trainings and designate appropriate hours for maintenance of certificate
- D. Develop certificate content, including synchronous and asynchronous trainings modules, reflections sessions and additional areas identified through the development process
- E. Provide CE trainings and workshops for the certification program
- F. Develop screening process for potential synchronous trainers and facilitators and implement with applicants to determine trainer and facilitator pool

- G. Develop screening process for participants in the certification process, both individual and organizational levels
- H. Identify pool of participants for inclusion and initiate consent process
- I. Issue Social Justice Youth Development Certificates
- J. Certify the Continuing Education Units (CEU) required to earn the Certification
- K. Evaluate the certification program processes, outcomes, and impacts

## V. DATA SHARING AND CONFIDENTIAL INFORMATION:

- A. SPHIS project team shall collect, maintain, and store all certification program evaluation data
- B. OYD, MUW, or JCPS shall have access to de-identified and aggregate program evaluation data. JCPS IRB approval or a Data Sharing Agreement may be needed depending on the scope of the project.

Should any organization use or collect data for the purpose of conducting a research study, it will separately submit an external researchrequest through Data Provider's online

system: <a href="https://assessment.jefferson.kyschools.us/DRMS/">https://assessment.jefferson.kyschools.us/DRMS/</a>. 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. Thus all research, program evaluation, and data collection activities involving JCPS staff or students or occurring on JCPS property must be approved by the IRB and shall not begin before approval is secured from the JCPS IRB.

- C. OYD, MUW, or JCPS shall request access to any certificate program evaluation data by submitting a data request form to SPHIS project team. SPHIS shall not share any data with personal identifying information of certificate participants.
- D. Employees and volunteers from SPHIS, OYD, MUW, and JCPS shall securely manage and maintain confidentiality regarding all participant information gained during interactions, in accordance with state and federal laws and Facility policies, as well as established research protocols.
- E. Employees and volunteers from OYD, MUS, and JCPS will not disclose participant information to any third party without the permission of SPHIS to protect the identity of research participants.

F. All de-identified data collected by the certificate process shall be shared by all Parties. Each Party reserves the right to publish and disclose the results of joint project. Before publishing, however, each Party agrees to submit copies of any manuscript proposed for publication to the other Parties (and funding sponsors, when required) at least forty-five (45) days in advance of the presentation or manuscript submission date. Parties will acknowledge the contributions of the other in any resulting publication, following accepted publication and authorship guidelines

#### VI. TERM AND TERMINATION

- A. This agreement shall commence on May 25, 2022, for a term extending to June 30, 2023.
- B. Either party may terminate this agreement without cause at any time during the term by giving ninety (90) days prior written notice to all parties; provided parties are given an opportunity to complete their assigned responsibilities, if reasonably practicable.

# VII. MISCELLANEOUS:

- A. MUW, OYD, and SPHIS shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions.
- B. Individuals executing this Agreement on behalf of the organizations represent that they have been authorized to do so.
- C. Amendment: This Agreement may be modified or amended only by a written agreement between the Parties.
- D. Independent Parties: The Parties 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.
- E. 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.
- F. Entire Agreement: This Agreement contains the entire agreement between the Parties and supersedes any and all prior oral and written agreements.
- G. 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.

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

## VIII. NOTICES

All notices given pursuant to this Agreement shall be in writing and delivered or sent to:

University:

University of Louisville School of Public Health & Information Sciences 485 E. Gray Street Louisville, KY 40202

Attn: Dr. Aishia Brown

OYD:

Office for Safe and Health Neighborhoods Louisville Metro Government- Office of the Mayor 517 Court Place, Louisville, KY 40202

Attn: Monique Williams

MUW:

Metro United Way BLOCS 334 E. Broadway, Louisville, KY 40202

Attn: Angela Ditsler

JCPS:

Jefferson County Public Schools Policy & Systems 3332 Newburg Road Louisville, KY 40218

Attn: Suzanne Wright

[Signature page follows]

**UNIVERSITY OF LOUISVILLE** 

In witness whereof, the parties hereto have executed this Memorandum of Agreement as of the dates set forth below, but which shall be effective as the date first set out above.

**DEVELOPMENT** 

Title:Interim Provost
Date: 3/29/2022
LOUISVILLE METRO GOVERNMENT OFFICE OF YOUTH
Monique Williams
By: Name:Monique_williams
Name: <sup>Monique williams</sup>
Title:Director
Date: 4/20/2022
Para Plana Alam
METRO UNITED LYAY
ldna Johnson
By:1EAF3F155494470
By:
Title: President & CEO
Date:
IEFFERSON COUNTY PUBLIC SCHOOLS
Ву:
Name:
Title:
Date: