



MEMORANDUM OF UNDERSTANDING (“MOU”)

The Rose Kennedy Greenway Conservancy (“Conservancy”) and Block By Block share the strong value of offering meaningful employment opportunities to qualified applicants who face significant challenges to entering the workforce, including those with disabilities, those who are in recovery, and others who historically have been disadvantaged in employment.

In addition to our previously executed Supplemental Services Agreement dated October 1, 2019 (“SSA”), this MOU outlines our shared understanding and Block by Block’s commitment to partner with local nonprofits to build an inclusive workforce.

1. Block by Block will engage the services and assistance of at least one local not-for-profit organization (“NPO”) that provides qualified individuals with disabilities covered under the Americans with Disabilities Act (“ADA”) and/or the Massachusetts Fair Employment Practices Act with career development opportunities. In addition, Block By Block will seek to engage other local NPOs in the business of assisting and providing services to individuals who face barriers to traditional employment with the objective of providing job placement opportunities to supplement its workforce serving the Greenway. In the course of Block by Block hiring for its workforce serving the Greenway over the 18-month SSA, Block by Block will prioritize candidates referred by these nonprofits. It is the goal of Block by Block and the Conservancy to achieve a workforce serving the Greenway that includes multiple individuals facing significant workforce challenges. To achieve this goal, Block By Block shall require from the NPO its written agreement to the terms provided herein and certification that it is operating and doing business as a not-for-profit organization under IRS Code Section 501(c). It is further understood, in the event of any failure or non-compliance by a NPO as required under this MOU, that such failure or non-compliance shall not constitute a breach by Block By Block of its obligations under this MOU or the SSA in connection with the subject matters described herein.
2. Quarterly, Block by Block will provide a written report to the Conservancy on its hiring processes, specially detailing its efforts to engage with and hire employees referred by the NPOs. Block by Block and the Conservancy will discuss this report at regularly scheduled quarterly meetings and will strategize about ways to increase opportunities for individuals traditionally left out of the workforce, including those with disabilities. Such report shall also detail other collaborations between Block by Block and NPOs that advance the goals of the parties and the communities that they serve.
3. The Conservancy and Block by Block are fully committed to providing a work environment that is free from all forms of discrimination and is in accordance with applicable federal, state and local laws. The Conservancy and Block by Block provide fair and equal opportunity for employment and advancement to all employees and potential



employees without regard to race, color, religion, gender, national origin, ancestry, sexual orientation, age, pregnancy or pregnancy-related conditions, disability, military or veteran status, genetic information, gender identity or expression (including transgender) or any other characteristic protected by law. Moreover, we provide equal employment opportunities to qualified individuals with a disability by making reasonable accommodations so that they may perform the essential job duties of their position. It is illegal for employers to discriminate based upon protected characteristics regarding terms, conditions, and privileges of employment.

4. Either party may terminate this MOU if the other commits a material breach of its respective obligations under this MOU and fails to correct such breach within sixty (60) days after delivery of written notice of such a breach; provided, however, that if such a breach cannot reasonably be cured within the sixty (60) day period, then such party shall have a reasonable period to cure such breach.

We look forward to working together to expand inclusive employment opportunities.

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Carin Cardone

Divisional Vice President, Block By Block

Date 11/6/2019

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Jesse Brackenbury

Executive Director, Rose Kennedy Greenway Conservancy

Date 11/11/2019