

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the _____ Public Schools and the _____ (“Agency”) on this ___ day of _____, 20__.

The purpose of this Memorandum of Understanding is to establish a partnership between _____ and the _____ Public Schools in order to

Please list the specific schools your agency will be working with:

1. Fundraising: It is understood by The Agency that the School District does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the** _____.

2. Limitation of Liability: Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the THE SCHOOL DISTRICT shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. THE SCHOOL DISTRICT does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the THE SCHOOL DISTRICT and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the THE SCHOOL DISTRICT shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to THE SCHOOL DISTRICT that the background checks on all Personnel hereunder reflected no negative findings, that said

Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the THE SCHOOL DISTRICT. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the THE SCHOOL DISTRICT hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

5. Obligations of THE SCHOOL DISTRICT:

If the agency works in multiple schools *and* if obligations differ by school, please attach school specific responses to the prompts below. If obligations are consistent among schools, please simply fill out prompts below.

(a) Provide appropriate space and agreed upon resources for program activities on school premises: _____

(b) Provide regular, appropriate access to children who wish to participate in the expressed services at a time mutually determined by the organization’s staff and school staff: _____

(c) Maintain regular and consistent communication with agency through the following methods: .

(d) Offer assistance with other needs that will lead to optimal service delivery as defined by the agency: _____

(e) The terms of the document titled _____ and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Agency:

(a) Offer the following services that align with the district’s Transformation Plan: _____

(b) Report on progress and the listed outcomes to school staff according to the district’s timeline (at mid-year and late winter per the MOU renewal guidelines): _____

(c) Maintain regular and consistent communication with the partnering schools using the following methods (if different methods exist for schools, list all below): _____

(d) Complete a brief training on cultural sensitivity offered by the district.

(d) The terms of the document titled _____ and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency’s compliance with the following performance standards. Please refer to Attachment A for the School Based Partnership Annual Evaluation Form to score each of the categories listed below:

A. Transformation Plan Alignment

Transformation Plan Goal Insert as many as is relevant, at least one is required.	Description of Alignment with Transformation Plan
1.	
2.	
3.	

B. Quantitative Indicators of Effective Program Implementation

<p>Output/Outcome Indicators & Goals Defined by the partner & informed by school staff. If agency works in multiple schools and if outcomes differ by school please use a new line for school specific outcomes and list school name.</p>
1.
2.
3.
4.

C. Qualitative Indicators of a High Quality Partnership

To be scored by the school using the School-Based Partnership Annual Evaluation Form

Quality Indicators	Criteria for Success
Strength of Self Evaluation Measures	<ul style="list-style-type: none"> • Measurement tool uses evidence-based protocols that promote continuous improvement • Measurement tool tightly aligns to partnership goals and strategic action plan • Measurement tool engages partnership members in regularly assessing their own progress
Strength of Information Dissemination/Partnership Communication	<ul style="list-style-type: none"> • Communication mechanisms exist for regularly disseminating relevant news and progress updates in a timely manner
Strength of Relationships with students and/or school staff	<ul style="list-style-type: none"> • School staff see the partnership as providing important support for students/school culture • School staff will make accommodations to ensure partnership continues • Students look forward to/see value in engaging with partners
Partner Adaptability	<ul style="list-style-type: none"> • Both partners demonstrate willingness to accommodate the needs of the partnership • Both partners articulate needs in a constructive manner

8. Term and Termination: The term of the MOU will be from [redacted] (the Effective Date) through June 30, 201[redacted], unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____