



MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is made and entered into as of the ____ day of _____, 20____ by and between the Board of Education of the City of St. Louis Public School District (hereinafter "SLPS," or the "District") a metropolitan school district organized and existing under the laws of the state of Missouri and _____, authorized to do business in the State of Missouri (hereinafter the "Organization").

The purpose of this Memorandum of Understanding is to establish a partnership between the Organization and the SLPS in order to:

1. Term and Termination: The Term of the MOU will be from _____, 20__ through _____, 20__ unless earlier terminated by either party by providing thirty (30) days' written notice to the other party.

2. Fundraising: It is understood by the Organization that SLPS does not endorse any fundraising efforts by the Organization, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Organization 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 approved by the Board of Education prior to implementation.

3. Fees: There shall be no cost or fees charged to or paid by any party participating in this MOU unless agreed to in writing by an authorized representative of each party.

4. Obligations of SLPS:

(a)

(b)

--

(c)

--

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

5. Obligations of Organization:

(a)

--

(b)

--

(c)

--

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

6. Student Information:

- a. The Organization acknowledges that it and its employees and agents may now, and in the future have access to and contact with confidential information of students, including but not limited to the education and/or health and medical records of students ("Education Records"). Both during the term of this MOU and thereafter, the Organization 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 SLPS. The Organization will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA").
- b. In the event any person(s) seeks to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the Organization will immediately inform the District of such request in writing if allowed by law or judicial and/or administrative order. The Organization shall not provide direct access to such data or information or respond to individual requests. The Organization shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data and information to the District. It shall be District's sole responsibility to respond to requests for data or information received by the Organization regarding District information or Education Records. Should the Organization receive a court order or lawfully issued subpoena seeking the release of such data or information, the Organization shall provide immediate notification to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
- c. If the Organization experiences a security breach concerning any education record covered by this contract, then Organization will immediately notify the District and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the contract may, at District's discretion, result in cancellation of further consideration for contract award and the eligibility for the Organization to receive any information from District for a period of not less than five (5) years. In addition, the Organization agrees to indemnify and hold the District harmless for any loss, cost, damage or expense suffered by the District, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

- d. Upon termination of Agreement, the Organization shall return and/or destroy all data or information received from the District upon, and in accordance with, direction from the District. The Organization shall not retain copies of any data or information received from the District once the District has directed the Organization as to how such information shall be returned to the District and/or destroyed.

7. Performance Standards: The Organization performance at the end of the term of this Memorandum of Understanding will be measured by the Organizations's compliance with the following performance standards:

Goals:

8. Organization's Personnel:

- a. **Assignment of the Organization's Personnel.** The Organization will employ and assign qualified personnel to the District's account in a sufficient number in order to provide and successfully complete the Services.
- b. **Control of Personnel and Work.** The Organization understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this MOU and that it shall have sole control over the means and details of performing the Services, which shall be consistent with the District's intent hereunder. The Organization shall use its best efforts, care, and diligence in the administration and performance of Services hereunder. The Organization will properly supervise all Personnel during the performance of Services and/or while any personnel is on District property.
- c. **Cooperation.** During the performance of its Services, the Organization shall cooperate with the District and its employees, shall not interfere with the conduct of the District's business, and shall observe all District policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property.
- d. **Background Checks.** All Organization 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 District. All such checks must be performed and passed prior to any personnel providing any services hereunder. At a minimum, checks hereunder shall include a criminal background check through the Missouri State Highway Patrol and a child abuse and neglect background check through the Missouri Children's Division. The cost of all such background checks shall be borne by the Organization, and

SLPS shall not be liable for such cost under any circumstance.

- e. **Removal of the Consultant's Personnel.** If the District determines that any of the Organization's personnel is not providing satisfactory service, or if any issues of behavior or inappropriate conduct occur, the District shall notify the Organization in writing and the Organization shall remove that individual from the District's account. The District, in its sole discretion, may immediately remove Organization's personnel from the District for the health and safety of its staff and students due to the Organization personnel's violation of the District's policies, state, and/or federal law. The Consultant will select, hire, and train replacement personnel within fifteen (15) days of a vacancy on the District's account.

9. Insurance: The Organization shall, at its own expense, obtain and maintain commercial professional liability coverage or self-insurance program to be effective at all times during the term of this MOU and until the expiration of the applicable statute of limitations period for the activities undertaken by the Organization's employees with separate limits of One Million Dollars (\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) per year in the aggregate. A certificate of insurance must be provided to SLPS upon request.

The Organization agrees to maintain and pay for workers' compensation insurance and employer's liability throughout the term of this Agreement for its employees in amounts as required under any workers' compensation or similar law in the jurisdiction where the above referenced services are performed.

10. Indemnification: To the extent permitted by law, the Organization agrees to indemnify, defend, and hold harmless SLPS, its Board, employees and agents from and against any and all liabilities, suits, damages, losses, costs and expenses of any kind (including reasonable attorneys' fees), caused by or allegedly caused by, arising out of or connected with this MOU, or the services provided hereunder by the Organization, its employees and agents, including but not limited to claims for breach or failure to perform any terms or covenant, condition or agreement herein, personal injuries, death, or property damage.

11. AUTHORIZATION: this Memorandum of Understanding is authorized by:

☐ Board Resolution # _____, attached hereto.

Or

☐ Other. Please describe and attach appropriate documentation

12. Parties' Relationship: The parties understand and agree that they are independent entities, and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this MOU. Nothing in this MOU is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties.

13. Non-Discrimination: The Parties agree that there shall be no discrimination on the basis of age, race, religion, creed, sex, national origin, handicap, or veteran's status during the term of the MOU.

14. Assignment: Neither of the parties hereto may assign its rights or obligations under this MOU, subcontract or delegate the performance of any of its obligations under this MOU to any other person or entity without the prior written consent of the other party hereto.

15. Amendment: This MOU: (a) shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, permitted assigns, affiliates and other entities over which the parties exert control; (b) may be amended or modified only by a writing signed by both parties; (c) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior oral or written understandings or agreements or other communications between the parties with respect to the subject matter hereof; and (d) may be executed in counterparts, each of which, when taken together, shall constitute one original document and may be delivered by facsimile or electronic mail transmission all with the same force and effect as if the same was a fully-executed and delivered original manual counterpart.

16. Severability: The provisions hereof are severable, and if any provision of this MOU shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions herein shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver: Any term or provision of this MOU may be waived at any time by the party which is entitled to the benefits thereof; provided, however, that no such waiver shall be effective unless in writing and signed by the party waiving such term or provision. No delay or omission of either party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this MOU. The waiver by either party of a breach of any provision of this MOU by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

18. Interpretation: All section headings, titles or captions are inserted in this MOU for convenience of reference only, are descriptive only, and shall not be deemed or construed to add to, detract from or otherwise modify the meaning of the provisions hereof.

19. Governing Law and Venue: This MOU is accepted and made in the State of Missouri and this MOU and the rights of the parties hereunder shall be interpreted under and governed as to construction, enforcement and validity by the laws of the State of Missouri. If any dispute arises from the MOU, the venue of any litigation arising therefrom shall be the Circuit Court of the City of St. Louis, Missouri, and the prevailing party shall be entitled to recover its attorneys’ fees and expenses through all appellate levels in addition to any other relief that may be granted.

IN WITNESS WHEREOF, the District and the Organization have executed this MOU as of the day and year first written above.

Saint Louis Public Schools

Organization

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

EXHIBIT B