

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into

_____ hereinafter as “the Agency” and between The Board of Education of the City of St. Louis (hereinafter Saint Louis Public Schools (“SLPS”), or (“the District,”) on this _____ day of _____, 20____.

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

1. Fundraising: It is understood by The Agency that the SLPS 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 Board of Education of the City of St. Louis prior to implementation.**

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 SLPS 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. SLPS 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 SLPS 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

SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS 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:

- i. 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 SLPS. 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 SLPS 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”) In the course of providing services during the term of the contract, certain personnel of Agency may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information confidential and is therefore protected. To the extent that Agency’s personnel require access to “education records” to perform Services pursuant to this Agreement, such personnel are deemed a “school official,” as each of these terms are defined under FERPA. Agency agrees that it shall not use education records for any purpose other than in the performance of this contract. Except as required by law, Agency shall not disclose or share education records with any third party unless permitted by the terms of the contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Agency under this contract. For the avoidance of doubt, District will be responsible for obtaining any necessary consents from students or parents pursuant to FERPA to provide the information to Agency.
- ii. In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the Agency will immediately inform the District of such request in writing if allowed by law or judicial and/or administrative order. Agency shall not provide direct access to such data or information or respond to individual requests. Agency 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 Vendor regarding District data or information. Should Agency receive a court

order or lawfully issued subpoena seeking the release of such data or information, Agency 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.

- iii. If Agency experiences a security breach concerning any education record covered by this contract, then Agency 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 Agency to receive any information from District for a period of not less than five (5) years. In addition, Agency 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.

Upon termination of Agreement, Agency shall return and/or destroy all data or information received from the District upon, and in accordance with, direction from the District. Agency shall not retain copies of any data or information received from the District once the District has directed Agency as to how such information shall be returned to the District and/or destroyed. Furthermore, Agency shall ensure that they dispose of any and all data or information received from the District in a District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

5. Obligations of SLPS:

(a)

(b)

(c)

(d) 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)

(b)

(c)

(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:

(a)

(b)

(c)

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

Board Resolution # _____, attached hereto.

Or

Other. Please describe and attach appropriate documentation

9. Term and Termination: The term of the MOU will be from _____(the Effective Date) through June 30, 20_____, 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:

By:

Name:

Name:

Title:

Title:

Date

Date