

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into this _____ day of August 2017 by and between the **SCHOOL DISTRICT OF PITTSBURGH** (the “District”), with an address of 341 S. Bellefield Avenue, Pittsburgh, PA 15213, and **<PROGRAM NAME>** (hereinafter referred to as “Provider”) an organization operating and existing under the laws of the Commonwealth of Pennsylvania, with a business address at **<ADDRESS>**.

WHEREAS, the Pittsburgh Public Schools (PPS) is committed to building an effective citywide out-of-school time system that meets the needs of children, families, schools and communities. Our vision for out-of-school time (which includes of after-schools, summer, weekend, and school-day enrichment/support programs) is for all students to have the opportunity to engage in high-quality inclusive programs that support their academics, expand their interests and are exciting and fun. Out-of-school time programs have an important role in helping students succeed in school and in life; and

WHEREAS, the District is engaged in a five-year strategic planning process *Expect Great Things* with long-term outcomes to increase the proficiency in literacy and mathematics for all students, to eliminate the racial disparity in achievement levels of African-American students, and to ensure that all students are equipped with the skills to succeed in college, career, and life. In order to achieve these goals, the District believes that it needs to effectively engage the entire community in offering extended learning opportunities throughout their PPS educational experience. PPS believes out-of-school time programs are key partners in this work; and

WHEREAS, these non-monetary partnerships between PPS and after school programs aim (1) to establish a more equitable and organized out-of-school time network for youth in Pittsburgh; (2) to standardize partnership responsibilities and deliverables for out-of-school time organizations and PPS; (3) to integrate and scale high-quality inclusive out-of-school time programs into key PPS initiatives; (4) communicate effectively with out-of-school time programs; and (5) exchange information and evaluate the effectiveness of out-of-school time in Pittsburgh; and

WHEREAS, increasing and strengthening after school opportunities for children is a critical step in ensuring that children are successful in school and in life. PPS is grateful for the out-of-school time community’s on-going commitment to children and the District’s *Expect Great Things* strategic plan; and

WHEREAS, the District and the Provider wish to set forth the details of their partnership in a formally executed Memorandum of Understanding (“MOU”).

NOW, THEREFORE, with the intent to be legally bound hereby, the parties to the MOU set forth the following as the terms and conditions of their understanding.

The District and the Provider hereby agree as follows:

1. Background.

<PROGRAM NAME> is a **<NON-PROFIT OR OTHER>** Provider of after-school programs to PPS students. The primary focus of the program is **<ORG TYPE>**.

Description of Organization and Program as written by the Provider:

<DESCRIPTION>

2. Term.

The term of this MOU shall commence on the date it is approved or ratified by the PPS Board of Directors (the “Effective Date”) and shall expire on July 31, 2018 or can be extended by agreement of the Parties.

3. Scope of Work.

3.1 No Cost. This MOU is a non-monetary agreement between the Parties and is not intended to result in any direct or indirect costs to the District.

3.2 Responsibilities of the Provider and the District.

3.2.1 Provider

- A. **Provider Reports:** The Provider shall submit quarterly enrollment reports. Enrollment reports are due on October 20, 2017, January 12, 2018, March 23, 2018 and May 18, 2018. The Provider may be asked to complete other reports as needed.
- B. **Provider and District Meetings:** The Provider shall attend quarterly meetings held by the District as described in Section 3.2.2(D) and be prepared to report detailed program updates. The provider may attend other optional meetings held throughout the year.
- C. **Equity in Learning:** Provider acknowledges receipt of the District’s Equity in Learning Policy and agrees to comply with the mandates of the policy and to assist and support the District in its work toward eliminating academic racial disparities as well as those based upon ethnicity, language, or disability. Information on equity in learning efforts will be collected through the mid-year and final reports.

3.2.2 District

- A. **Resource Matching.** The District will match the providers to school(s) with the consent of the school principal and/or the Assistant Superintendent that oversees the school(s).
- B. **Recruiting.** The District will assist the Provider with the recruitment of students.
- C. **Student Data.** The District will provide the Provider with student data in accordance with District policy and all applicable confidentiality laws and regulations (see Section 3.2) quarterly per year. Data will include Grades, PSSA’s, Attendance, Graduate Rates and Discipline reports. Data may include, credit count, and Pittsburgh Promise eligibility. The District agrees to share data within three weeks of the dates that report cards are issued. For School Year 2017-2018, report cards will be issued on November 16, 2017, February 2, 2018, April 16, 2018, and June 18, 2018.

D. **Provider and District Meetings.** The District will host quarterly meetings for Executive Directors and/or Program Directors. These meetings are an opportunity for District and the after school programs to share timely information, to work together to solve problems and to plan for the future. The District will provide notice to Providers of where and when these meetings will be held. Optional additional meetings may also be held throughout the year.

3.3 Confidentiality.

3.3.1 All student data provided by the District is considered to be confidential under this MOU as well as under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g as well as any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. All student data provided by the District shall be maintained by the Provider in a secure location.

3.3.2 Provider hereby acknowledges and agrees that any confidential documents and/or data provided by the District shall not be disclosed, discussed or transferred to any third party and any student data or information provided to the Provider shall only be disclosed to employees of the Provider and District employees who are directly involved in the Provider's program, or to other parties so long as no personally identifiable information is discernable.

3.3.3 Upon the expiration of this MOU, all student data and information shall be returned to the District or destroyed. Provider shall provide written verification that all copies of student data, information and documents, including electronic or other media versions, have been returned to the District or destroyed. Provider shall, however, be permitted to continue to possess aggregate numbers and statistics created based on student data which is used to measure the effectiveness of the provider's program.

3.3.4 Provider understands and agrees that should the District find that the Provider has violated Section 3.3 or any of the applicable laws and regulations regarding confidentiality of student records, the District shall be entitled to immediately cease providing data for the program and shall prohibit the Provider access to information from education records for a period of not less than five (5) years.

3.3.5 District understands that the provider may conduct both qualitative and quantitative research to determine the effectiveness of its programs. Provider acknowledges that any qualitative or quantitative research it conducts is done independently and is in no way conducted on behalf of the District.

3.4 Clearances. Provider staff, contractors and volunteers that will have direct contact with students shall obtain all clearances required by 24 P.S. §1-111 and 23 Pa.C.S. §§6354 *et seq.*

3.5 Building Permits. On-site programs will be required to apply for a building permit and pay building fees in accordance with the fee schedule currently imposed by District policy.

4. Intellectual Property.

4.1 Copyright. The District reserves copyright in all written and electronic materials developed by the District or District employees as part of their employment with the District. District materials may not be copied or otherwise reproduced without the express written permission of the District. Provider reserves copyright in all written and electronic materials delivered and developed by the Provider pursuant to this MOU, including materials developed by the Provider with input from District staff. These items may not be copied or otherwise reproduced without the express written permission of the Provider.

4.2 Trademark and Trade Name. This MOU does not give the Provider any ownership rights or interest in District trade names or trademarks. This MOU does not give the District any ownership rights or interest in the Provider's trade names or trademarks.

4.3 Use of District's Name or Trademarks. The Provider shall be able to use the District's name for the purposes of listing the District as a partner in publications such as advertisements, reports, publications, and web postings for the duration of the MOU. The Provider shall obtain approval from the District prior to using the District's trademarked logos, including but not limited to The Pittsburgh

Promise®, in any public communications including but not limited to advertisements, reports, publications and web postings. As an external provider seeking funding for a project that directly involves District schools, District staff, or the District as a whole, Provider may not include the District in a proposal and/or any type of supporting document until the Superintendent's approval has been received through the approval process coordinated by the Chief of Staff and External Affairs in conjunction with PPS Development Staff. Provider will notify District of any media interest and/or opportunities that relate to the relationship between the District and the Provider as noted in this MOU.

4.4 Use of Provider's Name or Trademarks. Provider agrees to permit the District to feature Provider's name and/or logo in a listing of its after school partners in various District communications including but not limited to advertisements, reports, publications and web postings. District shall obtain prior approval from Provider of any description of Provider's services for District communications and/or proposal purposes. District will notify Provider of any media interest and/or opportunities that relate to the relationship between the District and the Provider as noted in this MOU.

5. Indemnification and Insurance. Provider will indemnify and hold the District harmless from any and all liability arising from this MOU. The Contractor shall, at his, her, or its sole

cost and expense, maintain in full force and effect, during the term of this MOU, Comprehensive General Liability Insurance for personal injury and property damage with a \$250,000 coverage limitation for each occurrence and \$500,000 aggregate coverage for personal injury and property damage and shall furnish the District with a Certificate of General Liability Insurance before services begin. The certificate must name the District as an additional insured.

6. **Evaluations.** The District reserves the right to evaluate Provider's program and its effectiveness as needed throughout the term of this MOU.
7. **Independent Contractors.** During the performance of this MOU, the employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. The District's employees who perform the obligations of the District hereunder shall be under the employment and ultimate control, management and supervision of the District. Provider's employees who are to perform the services to be completed by Provider hereunder shall be under the employment and ultimate control, management and supervision of the Provider. Nothing contained herein shall be construed to imply a joint venture, partnership or principal-agent relationship between the District and the Provider, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
8. **Assignment.** It is expressly understood by the Provider that the rights and obligations of this Agreement may not be assigned or subcontracted by the Provider without the express written consent and approval of the District.
9. **Termination.** This MOU may be terminated by either party at any time for any reason upon written notice to the addresses set forth in Section 13.
10. **Entire Understanding.** This MOU constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
11. **Modification or Amendment.** There shall be no modifications or amendments to this MOU, except in writing, executed with the same formalities as this instrument.
12. **Conflict.** In the event of any conflict, ambiguity or inconsistency between this MOU and any other document which may be annexed hereto, the terms of this MOU shall govern.

13. Notices. Any notices and other communications provided hereunder shall be made or given hereunder by either party by facsimile or email as set forth below or delivered by hand or by U.S. Mail to the party at the address below

FOR THE DISTRICT:

James Doyle, Coordinator of Out-of-School Time
School District of Pittsburgh
341 S. Bellefield Avenue
Room 424
Pittsburgh, PA 15213
Phone: 412-622-3926
Email: jdoyle1@pghboe.net

FOR PROVIDER:

<EXECUTIVE DIRECTOR/CEO>
<PROGRAM>
<ADDRESS>
<CITY, STATE ZIP>

IN WITNESS WHEREOF, the parties hereto set their hands and seals the date first above.

ATTEST:

<PROGRAM NAME>

Witness

Executive Director/CEO

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

Witness

President

Date of Board Approval: _____

Approved as to Form Only:

Solicitor/Asst. Secretary