**MEMORANDUM OF UNDERSTANDING**

**between**

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Relating to Schools Identified on Exhibit A-2**

This Memorandum of Understanding (“MOU”) is entered into by and between the Detroit Public Schools Community District (“DPSCD”), a Michigan community school district, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Entity**), a **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Michigan nonprofit corporation, organized for ecclesiastical purposes**. (DPSCD and **\_\_\_\_\_\_\_\_\_ Name of Entity** may each be referred to herein as a “Party” and collectively, “Parties”).

WITNESSETH

WHEREAS, DPSCD is interested in creating partnerships with organizations that provide high quality programs that align with DPSCD’s strategic plan (“Blueprint 2020”), including but not limited to, championing a whole child approach that unlocks students’ full potential and transforming DPSCD’s culture so that students, families, community members, and staff feel safe, respected, and connected; and

WHEREAS**, \_\_\_\_\_\_\_\_ (Name of Entity)** is interested in adopting one or more of DPSCD’s schools to provide such programs, donations, skills and experience to assist DPSCD, its students, families and staff to successfully implement Blueprint 2020;

WHEREAS, **\_\_\_\_\_\_\_\_\_\_ (Name of Entity)** and DPSCD desires together to work with DPSCD in order to fill the gaps that DPSCD’s students face so they can focus on their education.

WHEREAS, the Parties agree to collaborate and operate the Initiative through effective collaboration with schools and community members.

NOW, THEREFORE, the Parties desire to enter into this MOU for and in consideration of the promises and benefits set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

1. The Initiative. This MOU is to provide a framework under which DPSCD and a faith-based partner will develop and administer a collaborative initiative to provide the activities and opportunities which allow for the whole development of DPSCD students (the “Initiative”). The Initiative activities and opportunities are currently contemplated to consist of the following: (1) organizing and encouraging community members to volunteer at DPSCD and to become provide mentors to DPSCD students and families, (2) sharing district information and updates, (3) encouraging enrollment, (4) assisting with beautification projects, (5) developing school-based pantries, (6) leading clothing and toy drives or (7) such other activities as the Parties may agree in writing.

This MOU between DPSCD and \_\_\_\_\_\_\_\_ **(Name of Entity)** outlines the Initiative activities and opportunities selected by \_\_\_\_\_\_\_\_\_ **(Name of Entity)** and provisions for participation.

# Term. This Initiative will commence on \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (“Effective Date”) and will terminate June 30, 2019, and after the end of the 2018 to 2019 academic year, this MOU may be renewed for additional one (1) year periods, upon of DPSCD’s evaluation of the Initiative conducted in conjunction with the Departments of Development & Partnerships and Family and Community Engagement and written approval from DPSCD.

## This MOU may be terminated for no reason by either party upon sixty (30) days prior written notice. DPSCD has the right to terminate immediately for cause. A material breach of the agreement is \_\_\_\_\_\_\_\_\_’s failure or refusal to perform duties or fulfill responsibilities in accordance with the MOU. A failure to perform may be remedied within a reasonable period of time (not to exceed 30 days unless mutually agreed upon by the Parties).

1. Selected Activities. **\_\_\_\_\_\_\_\_\_\_ (Name of Entity)** will provide the activities selected on its completed Faith-Based Partner Commitment Form, attached hereto as **Exhibit A-1** for and at the schools identified on **Exhibit A-2**. [**\_\_\_\_\_\_\_\_\_\_ (Name of Entity) will also be a member of DPSCD faith-based council.]**

# D. Roles and Responsibilities of **\_\_\_\_\_\_\_\_\_\_ (Name of Entity)**. \_\_\_\_\_\_\_\_\_\_ (Name of Entity) will:

## Provide a \_\_\_\_\_\_\_\_\_\_ (Name of Entity) employee or volunteer to serve as the Initiative facilitator/coordinator to designated DPSCD staff and coordinate scheduling of all Initiative activities with the designated DPSCD staff.

## Assist DPSCD in obtaining or provide to DPSCD any applicable forms (including but not limited to community use and donation forms), consents, waivers, releases and evaluations, required by DPSCD, its Office of Risk Management and its Office of Family and Community Engagement for participation in and implementation of any Initiative activity.

## Participate in and inform and require all volunteers and mentors to participate in any Initiative training, relating to (a) Initiative requirements, (b) a required code of conduct or guidelines which govern volunteer and mentor behavior, prohibits fraternization, harassment and bullying, sets high expectations for ethical and moral conduct and prohibits violation of applicable Michigan law or DPSCD policies, (c) protection of student information.

## For each activity identified on Exhibit A which requires a background check, inform each recruited volunteer and mentor of the requirement to be background checked prior to the commencement of any Initiative activity in accordance with the DPSCD’s policies and procedures. DPSCD’s current procedures require:

## LiveScan, detailed criminal background checks, and fingerprinting at a cost payable by the volunteer or mentor for participation in: **Mentoring, Academic volunteer and tutoring, Seniors for Service Chaperoning of field or activity trips, which last more than one day**;

## Internet Criminal History Access Tool (ICHAT) checking, at the applicable time, for participation in: **One-time or sporadic guest speaking; One-time or sporadic chaperoning of one-day field or activity trips**;

## Failure to so inform the volunteers and mentors is a material breach of this MOU and cause for immediate termination by DPSCD.

## Adhere, and inform all volunteers, officers and employees of \_\_\_\_\_\_\_\_\_\_ (Name of Entity) who participate in the Initiative that they must adhere, to all applicable provisions of state and federal law regarding the privacy, security and confidentiality of student information, student educational records and any protected health information, as defined in, but not limited to, the Family Education Rights and Privacy Act, FERPA, 20 U.S.C 1232g, the Health Information Portability and Accountability Act, HIPAA, 42 U.S.C. §§ 300gg et seq., P.L. 104-191 and related regulations. This provision will survive termination of expiration of this MOU. Failure to so comply with this provision is a material breach of this MOU and cause for immediate termination by DPSCD

## Except as provided by DPSCD as set forth below, provide all equipment and space needed for the Initiative.

7. Not amend or edit any promotional materials provided by DPSCD for inclusion in \_\_\_\_\_\_\_\_’s bulletins, newsletters, websites or other promotional or information spaces.

8. **Refrain from providing any religious or non-secular instruction, proselytizing or information during any Initiative activity**.

1. Immediately report any complaints regarding the Initiative as soon as practicable to the designated Initiative schools’ administration.
2. Maintain such records as may from time to time be requested by DPSCD including those related to the numbers of DPSCD students participating in the Initiative and the effects, if any, on the academic progress of those students.
3. Take all reasonable precautions and do all things reasonably necessary to protect the safety of DPSCD students who participate in the Initiative and to ensure that mentors do not harm or in any way endanger any of the DPSCD students.

# E. Roles and Responsibilities of DPSCD. DPSCD will:

## Designate staff at schools where the Initiative is in place (“Initiative Schools”) to work with the Initiative and assist \_\_\_\_\_\_\_\_\_\_ (Name of Entity) with the implementation and operation, as well as work with the students assigned to the Initiative.

2. Provide Initiative training, relating to (a) Initiative requirements, (b) code of conduct or guidelines which govern volunteer and mentor behavior, prohibits fraternization, harassment and bullying, sets high expectations for ethical and moral conduct and prohibits violation of applicable Michigan law or DPSCD policies, (c) protection of student information, and which Initiative activities requires ICHAT or LiveScan screening.

## Provide appropriate agreed-upon security, space and equipment for Initiative activities.

## Use reasonable efforts to designate Initiative Schools’ staff to be present at in Initiative sessions.

5. Provide appropriate DPSCD forms, waivers and release required for any Initiative activities, e.g., donation or field trip forms.

# F. DPSCD shall always have the right to reject any \_\_\_\_\_\_\_\_\_\_ (Name of Entity) staff member, teacher, volunteer or mentor from participation in the Initiative, for any reason or no reason.

# G. Fees. Except for fees for background checks payable by the applicable volunteer or mentor, no fees or payments are due by either Party for the services rendered pursuant to this MOU or for the DPSCD student’s participation in the Initiative. Each party will bear its own costs and expenses in performing its obligations under the MOU. DPSCD is not responsible or liable for any costs, expenses, claims or damages related to or arising from the Initiative.

M. Insurance. \_\_\_\_\_\_\_\_\_\_ (Name of Entity) will maintain insurance coverages and evidence of insurance policies/certificates of insurance applicable to its provision of services throughout the term of this Agreement, including, but not necessarily limited to (1) broad form commercial general liability insurance, (2) personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages), and (3) professional liability/errors and omissions.

O. Miscellaneous.

## Modification, amendment or alteration of the provisions contained herein shall not be effective unless through mutual agreement of the Parties contained in a written document executed by all the Parties hereto.

## Notices regarding the Initiative or this MOU shall be sent to:

|  |  |
| --- | --- |
| Notices to the \_\_\_\_\_\_\_\_\_\_ (Name of Entity) shall be sent to: | Notices to the DPSCD shall be sent to: |
| [Name]  [Title]  [Address]  [Phone] | Department of Development and Partnerships  Attn: Executive Director  3011 West Grand Blvd.  9th Floor  Detroit, MI 48202 |
|  | With copies to:  Office of the General Counsel  3011 West Grand Blvd., Ste. 1002  Detroit, MI 48202  and  DPSCD  Office of Family and Community Engagement  13840 Lappin  Detroit, MI 48205 |

## The Parties expressly acknowledge that it is not their intent to create or confer any rights, obligations or benefits in or upon any third person or entity under this MOU. The Parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Parties based upon this MOU.

## This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in the MOU. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

## Each party shall comply with all applicable federal and state laws (including by limited to all anti-discrimination laws), codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.

## This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Michigan. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the federal and state courts in the State of Michigan.

## Neither this MOU nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

## Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing. This MOU may be signed in counterparts.

## The Parties are independent entities and not partners, joint venturers, or in an agency relationship.

## There shall be no discrimination in the implementation of this MOU or the providing of services by either of the Parties on the basis of race, age, creed, color, national origin, age, marital status, height, weight, Vietnam veteran status, sexual orientation, covered disability, or any other characteristic protected from discrimination by applicable law.

In agreement with the provisions of the Memorandum of Understanding, the undersigned Parties affix their signatures in the spaces provided below

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nikolai P. Vitti, Ed. D., Superintendent

Date: \_\_\_\_\_\_\_\_

**[NAME OF ENTITY]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name] [Title]

Date: \_\_\_\_\_\_\_

**Exhibit A-1**

**Office of Family and Community Engagement (FACE)**

**Faith-Based Partner Commitment Form**

**YES!** We would like to be involved! (check **all** that apply):

* **Join the Faith-Based Council**
* **Help recruit 5,000 Role Models (Male Mentors)**
* **ADOPT A SCHOOL (list 1st and 2nd school preference): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Check activities you would like to engage in adopting a school:***

|  |  |  |
| --- | --- | --- |
| * **ACADEMIC SUPPORT** * Volunteer * Tutoring * Before and after-school support | * **STUDENT BASIC NEEDS** * Coats, hats and gloves * Uniforms, socks, shoes * Personal hygiene kits * Food Pantry | * **PERSONAL/ CAREER DEVELOPMENT** * Guest speakers for classroom and school assemblies * Guest speakers for parent meetings and event |

|  |  |  |
| --- | --- | --- |
| * **PROMOTION** * Promote upcoming school and parent activities via announcements and/or member access for flyers or newsletters * Highlight the accomplishment of students, parents and teachers in weekly bulletins (a template for this insert will be provided) | * **VOLUNTEERING** * One-on-One mentoring with students * Group mentoring and leadership development * Coaching * Chaperone field trips * Connect youth chairs and youth pastors to support peer mentoring | * **SENIORS FOR SERVICE** * Retirees and/or Senior Citizens read to students * Teach students and parents how to sew, cook, minor home and car repairs |
| * **Be A Partner** (check other activities below)   \_\_\_\_Promote community newsletter and district updates during services  \_\_\_\_Organize and implement a school beautification project  \_\_\_\_Promote Parent Academy classes, trainings, and workshops  \_\_\_\_Provide meeting space for Parent Academy courses or workshops  \_\_\_\_Distribute Parent Academy materials (e.g., brochures, fact sheets) to your members and/or constituents  Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |

**Name of YOUR Church, Synagogue, Mosque, Temple, Chapel and/or Parish: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: MI Zip Code: \_\_\_\_\_\_\_ Office Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Designated Liaison for the Faith-Based Council: Contact Person**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please complete and return this form in person and/or by email at [jennifer.whitted@detroitk12.org](mailto:jennifer.whitted@detroitk12.org).

**Exhibit A-2**

**Initiative Schools**

|  |  |
| --- | --- |
| School Name and Address | Activity to Be Performed  ***(Please place an X by each activity applicable to the school)*** |
|  | \_\_\_\_ Academic Support  \_\_\_\_ Student Basic Needs  \_\_\_\_ Personal/Career Development  \_\_\_\_ Promotion  \_\_\_\_ Volunteering  \_\_\_\_ Seniors for Services  \_\_\_\_ Be a Partner |
|  |  |
|  |  |

The Parties may amend or add to the Initiative Schools by mutual written agreement and shall document such agreement by revising, initialing and dating this Exhibit A-2. Each Party shall append any such revised Exhibit A-2 to its copy of the fully executed MOU in its files.

**Services may only be provided at a school listed on the current Exhibit A-2.**

Partner Initials \_\_\_\_\_\_ DPSCD Initials

Date: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_;