



**MASTER
MEMORANDUM OF UNDERSTANDING**

MMOU #

Between

Independent School District No. 9 of Tulsa County, Oklahoma, Union Public Schools
and

This **MASTER MEMORANDUM OF UNDERSTANDING (MMOU)** is hereby made and entered into by and between **Independent School District No. 9 of Tulsa County, Oklahoma, Union Public Schools**, hereinafter referred to as "The DISTRICT", and _____, hereinafter referred to as "The PROVIDER", collectively referred to as "The PARTIES."

I. PURPOSE

- A. The purpose of the MMOU is to establish a working arrangement and agreement between the DISTRICT and the PROVIDER for all educational and enrichment programs and services the PROVIDER may furnish to the students and the learning community of the DISTRICT.
- B. This MMOU shall serve as the overarching master agreement between the PARTIES.
- C. This MMOU sets forth the understandings, intentions, and master governing terms, conditions and provisions for the program(s) and services that the DISTRICT and PROVIDER may mutually agree to during the term of this MMOU.

II. MUTUAL BENEFITS AND INTERESTS

- A. The programs and/or services the PROVIDER offers will help to support the DISTRICT'S commitment toward ensuring that every child have an opportunity-rich learning environment and experience, and support the mission to graduate 100% of Union students, college and/or career ready.
- B. The benefits to PROVIDER include fulfillment of its mission to:

III. WORKING AGREEMENT

- A. The PARTIES agree that this MMOU shall serve as the master agreement for all programs and services offered, and no further master agreement shall be required, provided all programs and services are communicated and approved by a specific written Participating Addendum for each program or service, approved by the designated administrative personnel for each PARTY. Depending the programs and fees, the DISTRICT'S Board of Education may need to approve a Participating Addendum.



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- B. The terms, conditions and all provisions of this MMOU shall be applicable to all programs and services as defined in and by each Participating Addendum. Where conflicts between the Participating Addendum and MMOU occur, the MMOU terms and conditions shall prevail.
- C. The PROVIDER agrees to furnish all labor, materials, resources, goods, services and insurance for all programs and services as described in each program's Participating Addendum.
- D. Where it is in the best interest of the PARTIES, the PARTIES may solicit and secure outside or third-party funding for the programs(s). The Participating Addendum must clearly identify and describe all funding sources including, but not limited to, third-party funding and DISTRICT funding source(s), if applicable.
- E. Funding and Payment
 - 1. If the funding source and direct payment of fees, expenses and services shall be made to the PROVIDER from a third-party, including participants, the PROVIDER agrees to indemnify and hold the DISTRICT harmless from payment of all third-party failures to fund and/or pay the fees, expenses and services.
 - 2. Where the DISTRICT is solely responsible for the receipt of the funds under its direct control, and direct payment of fees, expenses and services to the PROVIDER, the PROVIDER agrees not to furnish any labor, materials, resources, goods or services, without first obtaining a: (1) signed Participating Addendum; and (2) a valid DISTRICT purchase order for the program expenses.

IV. PRIVACY AND SECURITY

- A. Recognizing the District's interest in providing the most secure environment possible for its students, PROVIDER agrees it will act under this MMOU in compliance with 70 O.S. §6-101.48. Specifically:
 - 1. PROVIDER will not permit any person under its authority, whether employee or volunteer, to come on to school premises for any activity covered by this Memorandum if that person is currently registered or required to register under the Oklahoma Sex Offenders Registration Act, or the Mary Rippy Violent Crime Offenders Registration Act; and
 - 2. PROVIDER agrees that where work is to be performed by a company employee which would otherwise be performed by a school employee on a full-time or part-time basis,



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the company shall not permit any person(s) to performing work on school premises if said person(s) has been convicted in this state, the United States, or another state of a felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the offense.

- B. PROVIDER'S agreement to and acceptance of the MMOU, as evidenced by the signature(s) below, serve as PROVIDER'S statement of compliance with the requirements of paragraphs A of this section, as required by 70 O.S. §6-101.48(B).

- C. PROVIDER agrees to require all persons under its authority to register through the District's visitor tracking system and clearly display the printed visitor badge while performing activities described in this Memorandum on school premises.

- D. PROVIDER agrees to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA).
 - 1. A student's social security number or student identification number, race/ethnicity, citizenship, nationality, gender, grades, or class schedule is always protected information which should solely be used internally and even then only when essential and among authorized individuals, and which should never be shared with any third party.
 - 2. Other records that are directly related to a student or students are also considered educational records that are protected under FERPA. They can be items that contain a student's name, or several students' names, or information from which an individual student or students can be personally (individually) identified. Educational records include files, documents and materials in whatever medium (handwriting, print, monitor screen, tapes, disks, film, microfilm, microfiche or notes) that contain information directly related to students and from which students can be personally identified. No educational record should ever be shared with a third party without express written permission from the parent or guardian (if the student is under the age of 18), or the student (if the student is age 18 or older).
 - 3. PROVIDER agrees that no one under its authority shall gather, release, or make public in any way any information related to or that could lead to identification of a student. This includes taking photographs, making recordings (video and/or sound), collecting



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PROVIDER

DISTRICT

Primary Contact's Title

Primary Contact's Title

Primary Contact's Email Address

Primary Contact's Email Address

Primary Contact's Phone

Primary Contact's Phone

Agency Fax #

Agency Fax #

VII. INSURANCE REQUIREMENTS

- A. The PROVIDER agrees to furnish and maintain for the duration of this agreement the following insurance:

Required (Check)	Description
<input type="checkbox"/>	<u>General Liability</u> : Commercial General Liability insurance coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for claims of personal injury (bodily injury and death) and property damage.
<input type="checkbox"/>	<u>Auto Liability</u> Business Automotive property and liability coverage for all owned, leased hired, and furnished vehicles at a minimum of \$1,000,000 combined single limit per accident.
<input type="checkbox"/>	<u>Workers Compensation</u> Workers Compensation insurance in accordance with the Oklahoma Statutory requirements for Workers Compensation.
<input type="checkbox"/>	

- B. The PROVIDER agrees to furnish the District with a certificate of insurance verifying said coverage as stated and checked above no less than ten (10) business days before the commencement of any services are started. The District shall be named as the "Additional insured" and the certification shall include a Waiver of Subrogation Clause in favor of the District.
- C. If the PROVIDER is a sole proprietor or will be using compensated independent contractors to provide services to the DISTRICT, the PROVIDER agrees to obtain and furnish the DISTRICT with proof of the independent contractor's workers' compensation insurance or a signed AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT form for all independent contractors serving the DISTRICT.



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- D. Where PROVIDER is a public entity, subject to the Oklahoma Governmental Tort Claims Act (the Act), 51 O.S. § 151, the DISTRICT may recognize and accept the entity's limited liability and sovereign immunity, as applicable under the Act, in lieu of the required insurance.

VIII. GENERAL

- A. PROVIDER declares that the program(s) it agrees to provide, pursuant to this MMOU, are for educational and enrichment benefits to the students and participants of the program(s) offered by the PROVIDER and not directly for the benefit of the DISTRICT.
- B. The PROVIDER understands and agrees that all program fees and expenses paid directly by the DISTRICT to the PROVIDER must be established and approved by means of a signed Participating Addendum and a valid DISTRICT issued purchase order.
1. PROVIDER understands and agrees to furnish the DISTRICT with a proper itemized invoice, as defined by the State of Oklahoma for authorization of payment of claims by public schools. The DISTRICT'S purchase order number must be referenced on the invoice. Invoices may be emailed directly to the Union Public Schools, Accounts Payable Department at accts.payable@unionps.org. Payment terms shall be forty-five (45) days after the receipt of a proper itemized invoice.
 2. Unless otherwise stated herein, this MMOU does not authorize any expenditure of funds or intend to obligate the District to expend, exchange, or reimburse funds, services, or supplies, or transfer anything else of value for the services provided. If there is monetary consideration associated with this agreement, said fees, charges, or expenses, must be stated herein.
- C. PROVIDER agrees that it will not claim or imply that the District endorses the sale or purchase of its services.
- D. This MMOU in no way restricts either party from participating in any activity with other public or private agencies, organizations, or individuals.
- E. It is not the intention of the PARTIES to form a joint venture or partnership. This MMOU shall not be construed to create an employment or agency relationship between the PROVIDER and the DISTRICT or any of their respective employees or agents. The PROVIDER and the DISTRICT shall, at all times, act and function pursuant to this MMOU and hold themselves out as independent contractors. Except as otherwise provided under



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Section VII.C., the PROVIDER agrees and affirms that it, and all of employees entering upon the DISTRICT's property under the provisions of this MMOU, shall be covered by workers' compensation insurance, to the extent required by applicable law and the DISTRICT shall, in no event, be required to provide such coverage for PROVIDER, its employees, volunteers, subcontractors or agents.

- F. All agreements within this MMOU are subject to, and will be carried out in compliance with, all applicable laws, regulations, and other legal requirements of the State of Oklahoma and Tulsa County.
- G. This MMOU takes effect on _____, or on execution and approval by the Board of Education of the District, whichever occurs last, and ends on June 30, 2018. Either party may cancel this agreement on thirty (30) days notice to the other party, in writing, by certified mail, email or hand-delivery method.
- H. This MMOU may be renewed annually hereafter upon mutual consent of both parties and by acceptance of a renewal Memorandum.

Both PARTIES agree to all of the above terms, conditions and provision of this MMOU.

Witnessed:

Union Public Schools, ISD. No. 9

DISTRICT

Name (Print)

Title

Signature

Date

PROVIDER

Name (Print)

Title

Signature

Date