



SAMPLE MEMORANDUM OF UNDERSTANDING (MOU)/MEMORANDUM OF AGREEMENT (MOA)

Applicants must develop their own agreements. Failure to submit customized Partnership Agreement(s) will be an indicator that the required collaboration did not occur. The following sample is to assist you in the development of your agreements.

The _____ and _____
(Name of School) (Name(s) of Partnering Agencies)

agree to assume and perform the following roles and responsibilities in the administration of the 21st Century Community Learning Centers program during the 2009-2010 school year. The goal of this program is to provide a 21st CCLC program of the highest quality for the participating students.

The partnership agreement is comprised of three sections:

- Joint Responsibilities of the School and Partnering Agencies
- Responsibilities of the Partnering Agencies
- Responsibilities of the School

I. Joint Responsibilities of the School and Partnering Agencies

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communication between the school staff and the 21st CCLC program. Provide on-going opportunities for school staff and 21st CCLC staff to plan, coordinate, and integrate curricular areas with after-school activities.
3. Hold regularly scheduled meetings between the staff of the partnering agencies and school principal, as well as other appropriate personnel, to discuss all issues pertaining to the 21st CCLC program. Issues would include, but not be limited to, staff performance, effectiveness of program features, student development, and other issues of program evaluation.



4. Develop mechanisms and opportunities to communicate on a regular basis with both the Parents' Association and the family members of the program's students, including information regarding the after-school program that is accessible in a public space.
5. Recruit, select, and enroll student participants in the 21st CCLC program and disseminate procedural information widely.

II. Responsibilities of the Partnering Agencies

1. Communicate and provide information to the school about the 21st Century CCLC program through regularly scheduled meetings.
2. Ensure that School-Age Child Care Registration, if required, is obtained for programs that will serve seven or more children under the age of 13 years.
3. Recruit, hire, and train all program staff in cooperation with the school. The school principal and/or his/her designee will participate in the selection of the full time person responsible for the program.
4. Manage the day-to-day operations of the program and notify the school of any problems, issues, and concerns in a timely fashion.
5. Track student enrollment and attendance and provide that information to the school on at least a monthly basis.
6. Invite designated school staff to attend after-school staff meetings.
7. Attend school staff meetings as determined by the school principal.
8. Make staff available for in-service training throughout the school year and arrange for appropriate substitute coverage.
9. Work cooperatively with the research and evaluation component of the 21st CCLC program.
10. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school program, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.
11. Ensure that all applicable local and state requirements for staff clearances are met.
12. Develop protocol for emergency notification of parents and/or guardians.
13. Establish procedures for the safe-keeping and safe transport of children after program hours.
14. Ensure that there are staff on-site during program hours trained in first aid, CPR and medical emergencies.



15. Maintain appropriate insurance coverage.
16. Provide the lead 21st CCLC agency with all appropriate and requested financial information and reports in a timely fashion.

III. Responsibilities of the School

1. Work cooperatively with Research Works, Inc., the State Education Department independent evaluator of the 21st CCLC program. Information requested by evaluators is to be provided in a timely manner. This may include, but not be limited to, sharing school profiles and all relevant data available in the public domain. In addition, test scores, grades, attendance, etc. will be provided with full protection of the rights of the students and within the regulations of the school system.
2. If the program is school based, assure the availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space.
3. Supply adequate and appropriate storage space for the after-school program's materials and equipment.
4. Facilitate the provision of full custodial services at no cost.
5. Identify and organize appropriate security for the after-school program.

Agreed on this day, _____, by
(Month/day/year)

(Name of Partnering Agency)

(Signature of Executive Director)

(Name of Partnering Agency)

(Signature of Executive Director)

(Name of School District)

(Signature of District Superintendent)

(You may add more signatures as appropriate.)



The following is an example of a generic template for Memorandum of Understanding (MOU) mutual aid agreements. This template can be used as a basic structure for your own MOUs.

Memorandum of Understanding (MOU)

Between

_____ [insert name of Party A]

and

_____ [insert name of Party B]

This is an agreement between "Party A", hereinafter called _____ and "Party B", hereinafter called _____.

I. PURPOSE & SCOPE



The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to [...summary of activities, goals, etc.... Ex. Goals: Support Clients in getting appropriate, quality and timely care, Activities:]

In particular, this MOU is intended to:

Examples: Clarify the expectations and requirements of party to ensure quality, timely and accurate services and information sharing amongst Parties

- Enhance cooperation amongst the Parties and the services provided to clients
- Provide a clear number of [list services] that will be provided and at what cost to clients and/or agencies
- Increase the number of clients that gain access to quality and timely services
- Reduce costs and resources for both parties
- Establish an agreement between both parties about their responsibilities and requirements
- Ensure the Sharing of information in timely
- Clarify how, why and what manner information and services will be provided and shared amongst agencies
- Outline any boundaries or limitations of parties

II. BACKGROUND

Brief description of agencies involved in the MOU

[Party A] shall undertake the following activities:

Examples:

- Develop
- Deliver
- Share
- Support
- Provide
- Promote
- Refer
- Review
- Comply
- Train
- Maintain records
- Sponsor
- Evaluate

IV. [PARTY B] RESPONSIBILITIES UNDER THIS MOU

[Party B] shall undertake the following activities:



Examples:

- Develop
- Deliver
- Share
- Support
- Provide
- Promote
- Refer
- Review
- Comply
- Train
- Maintain records
- Sponsor
- Evaluate

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Modification clause: how agreement can be modified
2. Termination clause: under what conditions agreement terminates automatically

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of Party A's and Party B's authorized officials. It shall be in force from ____ to ____.
Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

[insert name of Party A]

[insert name of Party B]

Date

Date