



Comment [SS1]: Insert Partner Logo

Memorandum of Understanding

Providence Public Schools and

[Click here to enter text.](#)

Comment [SS2]: Fill in Partner full name.

This Memorandum of Understanding ("MOU") is between [Click here to enter text.](#) ("[Click here to enter text.](#)") and the Providence Public School District ("PPSD"). [Click here to enter text.](#) and PPSP are individually referred to as a "Party" and collectively as the "Parties."

Comment [SS3]: Fill in Partner full name.

Comment [SS4]: Fill in Partner short reference name.

Comment [SS5]: Fill in Partner short reference name.

[Click here to enter text.](#)

WHEREAS, [Click here to enter text.](#) in collaboration with PPSP will provide [Click here to enter text.](#) Program, as described in an applicable Statement of Work; and

Comment [SS6]: Fill in introductory materials.

Comment [SS7]: Fill in Partner short reference name.

WHEREAS, the administrators of [Click here to enter text.](#) have agreed to partner with [Click here to enter text.](#) and implement [Click here to enter text.](#)

Comment [SS8]: Fill in Program name.

Comment [SS9]: Fill in applicable school names.

WHEREAS, the Parties realize that they have the potential to form a mutually-beneficial relationship and recognize the value of establishing a formal process to leverage each other's strengths;

Comment [SS10]: Fill in Partner short reference name.

Comment [SS11]: Fill in Program name.

NOW, THEREFORE, PPSP and [Click here to enter text.](#) wish to enter into this MOU to formally set forth their understanding of their relationship and, for good and valuable consideration, agree as follows:

Comment [SS12]: Fill in Partner short reference name.

I. EFFECTIVE DATE AND TERM

This MOU is effective as if the date all Parties have executed it, and shall continue in effect until [Click here to enter a date.](#) This MOU supersedes and replaces any previous agreement between the parties.

Comment [SS13]: Fill in MOU termination date.

II. COLLABORATIVE FUNCTIONS

Revised February 2020

The Parties shall collaborate on a plan to:

- Leadership Commitments
 - Participate in periodic partnership meetings to share and collaborate on other initiatives designed to address mutual goals;
 - Respect and support the PPSD Strategic Plan;
 - Provide a culturally appropriate, flexible environment for both students and families of the Schools embodying caring support, respect and responsiveness.
- Operational Commitments

Click here to enter text. **will:**

- Implement Click here to enter text. at partner schools;
- Provide day to day supervision on-site (in coordination with the assigned partner school liaison and as needed) and off-site;
- Check in on-site monthly at partner schools;
- Ensure highest quality of programming and services;
- Provide an end of year report to the Office of Strategic Community Partnerships and participating school on program goals and impact;
- Ensure that spaces that it uses are maintained and left in at least the same condition in which they were found. Click here to enter text. will secure the spaces at the conclusion of the Program, will review the space, and report any damages to the principal of the school;
- Inform liaisons of any serious programmatic or student safety concerns within 24 working hours and work proactively to prevent and minimize problems;
- Help create a culture in which all within the school community feel safe and welcomed;
- Ensure that all Click here to enter text.'s staff, educators and volunteers fulfill all requirements for BCI and CANTS as stated in the PPSD Volunteer Policy;
- Ensure that all Click here to enter text. staff and volunteers report known or suspected cases of child abuse and/or neglect to the Department of Children, Youth, and Families within 24 hours of becoming aware of such abuse/neglect.

Comment [SS14]: Fill in Partner short reference name.

Comment [SS15]: Fill in Partner short reference name.

Comment [SS16]: Fill in Partner short reference name.

Comment [SS17]: Fill in Partner short reference name.

Comment [SS18]: Fill in Partner short reference name.

Providence School Department will:

- Identify partner schools in which Click here to enter text. will offer Program;.
- Set up meetings with school site principals and the Click here to enter text.'s Program Manager;
- Identify a school liaison within each partner school to serve as the primary contact person for the Program in navigating the school and setting up trainings (students, staff, parents, etc.), afterschool programming and special events, and other services;
- Authorize all partner schools to display the Click here to enter text.'s poster.

Comment [SS19]: Fill in Partner short reference name.

Comment [SS20]: Fill in Partner short reference name.

Comment [SS21]: Fill in Partner short reference name.

Revised February 2020

- Parties' Commitments

Adhere to PPSD's External Partner Grant Procedures when applying for any grant proposal for projects to be implemented within PPSD. Proposals requiring the involvement of the District must be approved by the Office of Development and Partnerships prior to proposal submission.

III. DESIGNATION OF LIAISONS & MEETINGS

During the term of this MOU, each Party shall designate the appropriate staff(s) to act as the designated day-to-day liaison between the Parties.

PPSD:

Name: Jael Lopes
Title: Director of Strategic Community Partnerships
Email: Jael.Lopes@ppsd.org
Phone: 401-456-9100 ext.11374

School Liaisons:

[Click here to enter text.](#)

[Click here to enter text.](#)

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

The Parties shall arrange for regular operational meetings of key personnel to address on-going projects and activities and other matters of interest and concern between the Parties. Any mutually agreed upon changes will be documented by a duly authorized, signed amendment to this MOU.

IV. TERMINATION

This MOU may only be terminated as follows:

1. The Parties may mutually agree to terminate this MOU at any time by a signed written agreement.
2. A Party may terminate this MOU for any reason or for no reason at all upon thirty (30) days' written notice to the other Party. Should this MOU be terminated pursuant to this Section IV(2) and such effective termination date will be prior to the conclusion of an already commenced program or programs, the Parties will agree to continue all terms of this MOU through the conclusion of such program(s).
3. A Party may terminate this MOU immediately by written notice to the other Party upon the occurrence of any of the following events involving the non-terminating Party:
 - Bankruptcy, receivership, or dissolution of a Party; or
 - Documented refusal by a Party to abide by relevant statutory or regulatory requirements or a material term or obligation outlined in this MOU.
4. This MOU shall terminate immediately upon the effective termination date of this MOU as provided in Section I.

V. ACCESS TO RECORDS

Comment [SS22]: List applicable school liaison contacts, titles, emails, and phone numbers. Enter information in same format as the PPSD contact above.

Comment [SS23]: Fill in Partner short reference name.

Comment [SS24]: Fill in Partner contact name.

Comment [SS25]: Fill in Partner contact title.

Comment [SS26]: Fill in Partner contact email address.

Comment [SS27]: Fill in Partner contact phone number.

Revised February 2020

The Parties shall discuss in advance what, if any, information and records must be shared in order to perform the activities outlined herein. In the event it is determined that any particular information and/or records should be shared, the Parties shall enter into an appropriate written confidentiality and records access agreement to govern the sharing of such. Such agreement shall be approved by PPSD RPA Office. RPA will design/approve the data collection methods to share student data, maintaining compliance with PPSD procedures and protocols including, but not limited to, FERPA and PPRA compliance.

VI. MUTUAL INDEMNIFICATION

Except as otherwise noted in this MOU:

- [Click here to enter text.](#) hereby agrees to indemnify and hold harmless PPSD, its directors, officers and employees against any losses, expenses (including reasonable attorneys' fees), claims, damages or liabilities to which PPSD becomes subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any negligent and/or intentional act or omission of [Click here to enter text.](#) in performance of or in any way arising out of any breach by [Click here to enter text.](#) of its obligations under this MOU.
- PPSD hereby agrees to indemnify and hold harmless [Click here to enter text.](#), its directors, officers and employees against any losses, expenses (including reasonable attorneys' fees), claims, damages or liabilities to which [Click here to enter text.](#) becomes subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any negligent and/or intentional act or omission of PPSD in performance of or in any way arising out of any breach by PPSD of its obligations under this MOU.

Comment [SS28]: Fill in Partner short reference name.

Comment [SS29]: Fill in Partner short reference name.

Comment [SS30]: Fill in Partner short reference name.

Comment [SS31]: Fill in Partner short reference name.

Comment [SS32]: Fill in Partner short reference name.

VII. RELATIONSHIP

The Parties' relationship to each other shall be that of independent contractors. Nothing contained in this MOU shall make the employees of one Party the employees of another Party. Each Party shall be responsible for managing the affairs of its own respective corporation, and in the conduct of their business and in the performance of their respective obligations under this MOU the Parties shall comply with all applicable statutes, ordinances, rules, regulations and licensing requirements of any and all federal, state, municipal, and international authorities. In addition, each Party shall maintain customary, appropriate and, if necessary by law, required levels of insurance (general liability; property and automobile; workers' compensation) during the term of this MOU.

VIII. NON-DISCRIMINATION

The Parties shall perform their respective obligations hereunder without regard to the race, color, sex, sexual orientation, gender identity or expression, age, religion, national origin, disability, veteran status, or any other basis protected under applicable federal or state law of any employee, student or representative.

IX. MISCELLANEOUS PROVISIONS

Revised February 2020

1. Notices: Any notice, request or other communication required to be given under this MOU shall be in writing and shall be deemed to have been given when delivered in person or being deposited in the mail to the Party. Except as changed by notice in writing to the other Parties, notice shall be delivered to the attention of the following individuals at the respective Party's address listed below:

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

Providence Public School Department:
797 Westminster St.
Providence, RI 02903

2. Timely Performance: The Parties will each use best efforts to perform their respective obligations in a timely manner and within any agreed upon time frames.
3. Assignment: No Party may assign its rights or obligations under this MOU without the prior written consent of the other Party.
4. Entire Agreement & Amendment: This MOU constitutes the final expression of the agreement between the Parties; it is intended as a complete and exclusive statement of the terms of their agreement; and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. This MOU shall not be changed, modified, supplemented or amended except by express written agreement signed by the Parties.
5. Publicity: The parties shall collaborate and mutually agree upon the content, targeting and timing of any media outreach regarding this MOU and the activities provided for hereunder. Additionally, the parties shall coauthor and/or approve any pitches, press releases, media advisories or statements provided to media outlets regarding this MOU and the activities provided for hereunder. Exceptions to this are a party's own publications to its respective communities and periodic reports issued by any Party.
6. No Waiver: No Party shall be deemed to waive any rights unless such waiver is in writing and signed by all Parties. The failure of a Party to execute a right or to require performance by another Party of any part of this MOU shall not affect the full right to exercise such right or to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this MOU constitute a waiver of any later breach of the same or any other provision.
7. Governing Law: This MOU shall be governed by and construed in accordance with the laws of the State of Rhode Island.
8. Counterparts: This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement.
9. Headings: The headings of this MOU are inserted for convenience only and are not to be considered in construction of the provisions hereof.

Comment [SS33]: Fill in Partner short reference name.

Comment [SS34]: Fill in Partner Executive Director/CEO/Manager name.

Comment [SS35]: Fill in applicable Partner Executive Director/CEO/Manager's title (e.g., "Executive Director").

Comment [SS36]: Fill in Partner street address.

Comment [SS37]: Fill in Partner City, State, & Zip.

Revised February 2020

IN WITNESS WHEREOF, each of the Parties has caused this Memorandum of Understanding to be executed by their respective, duly authorized officers.

Authorized Signatures:

Click here to enter text. Date:
Superintendent
Providence School Department

Comment [SS38]: Fill in Superintendent's name.

Click here to enter text. Date:
Click here to enter text. of Click here to enter text.

Comment [SS39]: Fill in Partner Executive Director/CEO/Manager name.

Comment [SS40]: Fill in applicable Partner Executive Director/CEO/Manager's title (e.g., "Executive Director").

Comment [SS41]: Fill in Partner full name.

Principal Signature(s):

Click here to enter text.

Comment [SS42]: Insert signature lines and names for applicable school principals.

Approved as to form and correctness.

Charles A. Ruggerio
General Counsel and Deputy City Solicitor