

**Attachment A**

**MEMORANDUM OF UNDERSTANDING**

**between**

**[NAME OF SCHOOL DISTRICT]**

**and**

**[NAME OF CPS Program]**

This Memorandum of Understanding (“MOU”) is entered into as of the date of the later signature below, by and between the **[NAME OF SCHOOL DISTRICT]** (the “School District”) and **[NAME OF CPS PROGRAM]** (the “Company”) (collectively, the “Parties” or singly, a “Party”) to confirm the present intent and understanding of the Parties to cooperate in collaboration activities related to the provision of Certified Peer Specialist services for the **[2022-23]** school year.

**I. Purpose of Program**

The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they develop and implement a Certified Peer Specialist Program (“CPS Program”). The program will focus on providing wraparound services to families, so the families are better able to support their students’ educational needs. **[CHANGE AS NEEDED TO REFLECT THE PURPOSE OF THE PROGRAM – ENSURE THERE IS AN EDUCATIONAL NEXUS]**

**II. Relationship of Parties**

Nothing in this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither party has the right, power, or authority to obligate or bind the other Party in any manner whatsoever without the other Party’s prior written consent. All CPS personnel serve as independent contractors and are not employees of the School District.

**III. Term**

The term of this MOU is from **[ENTER DATE]** to **[ENTER DATE]**. The Parties have the option to consider and negotiate the extension of this MOU for an additional contract year.

**IV. Funds**

Except as expressly specified herein, each Party of this MOU is responsible for its own fees, costs, and expenses and those of its agents, independent contractors, and consultants, in connection with this MOU, including, but not limited to, any legal fees. Company will provide all services contemplated by this MOU at no cost to the School District. **[THIS SECTION SHOULD BE ADAPTED TO FIT SPECIFIC ARRANGEMENT]**

**V. Non-Exclusivity**

The relationship between the Parties is non-exclusive. Neither Party is prohibited from entering similar relationships with other entities or individuals. Nothing in this MOU requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services or products that compete with the services or products that are the subject of the relationship contemplated by this MOU.

## **VI. Indemnification**

Company agrees to indemnify and hold harmless the School District, its agents, and/or its employees from any claim, demand, liability, loss, charge, expense (including attorneys' fees) or cause of action of whatever kind or nature arising out of any negligence or misconduct of the Company, its agents, and/or its employees for which the School District is alleged to be liable.

## **VII. Notices**

Unless otherwise provided in this MOU, all notices, including but not limited to any notice of termination of this MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery or sent by certified mail, return receipt requested, postage prepaid. Notice will be deemed given: (1) on the date delivered (if delivered personally); (2) on the first business day following the date of dispatch (if delivered by overnight delivery service); or (3) on the earlier of confirmed receipt or the fifth business day following the date of mailing (if sent by certified mail). Notices must be sent to the addresses set forth below or such other addresses that a Party specifies in a notice delivered pursuant to this Section.

To School District:        **INSERT NAME AND ADDRESS**

**INSERT NAME AND ADDRESS OF COUNSEL**

To Company:                **INSERT NAME AND ADDRESS**

## **VIII. Nondiscrimination**

8.1        Company agrees not to discriminate on the basis of race, color, religion, sex, citizenship, ethnic or national origin, age, disability, medical status, military status, veteran status, marital status, sexual orientation, gender identity or expression, genetic information, ancestry, or any legally protected status in any of its employment practices, educational programs, services, or activities.

8.2        Company further agrees to abide by Section 504 regulations, including but not limited to 34 C.F.R. § 104.4(a) and (b), which provides that no qualified person with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance. This means the Company will provide, at the Company's expense, any reasonable accommodations necessary to permit an individual to participate in its program without altering the fundamental nature of the program.

8.3        The Company agrees to maintain records of any accommodation requests, any responses to said requests, and any records pertaining to accommodations provided. These records must be made available to the School District upon request and are otherwise subject to the confidentiality provisions in this MOU.

8.4        Company agrees to cooperate with the School District by investigating and responding to any complaints of discrimination and agrees to take reasonable efforts to remediate these concerns. If the School District determines, in its sole discretion, that Company is unlawfully discriminating against School District students or is engaged in other unlawful, discriminatory actions, the School District has the right to immediately terminate this MOU.

## **IX. Mandatory Reporting**

Company agrees to ensure all CPS personnel are trained on and understand their duty to report any and all suspected child abuse immediately as required by O.C.G.A. 19- 7-5. As soon as practicable, Company will inform the School District of any reports made regarding School District students.

## **X. Consent**

Company will obtain Consent from every participant in the program and will provide a copy of such consent to the School District.

## **XI. Student and Health Records**

11.1 Company shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, Company shall comply and shall assist School District in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and all applicable privacy laws.

11.2 To the extent Company or its subcontractors come into contact with any student data or information, Company or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.

11.3 To the extent that Company is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Company agrees to comply and assist School District in compliance with this statute and any related regulations.

## **XII. Insurance**

12.1 Company shall maintain proper insurance during the entire length of this MOU. Company shall maintain insurance for any and all policies written on a claims made basis for a period of two years after the end of the MOU or scope of work, whichever comes first. Any and all insurance must be on an occurrence basis. No services shall be provided under this MOU until all insurance requirements have been met.

12.2 School District shall be covered as an Additional Insured on any and all insurance required by this MOU (other than Company’s worker’s compensation and employer’s liability insurance). Confirmation of this shall appear on all Certificates of Insurance and on any applicable policies.

12.3 School District shall be given no less than 30 days’ notice of cancellation of any insurance required under this MOU. School District shall be given no less than 30 days’ notice of material changes of any insurance required under this MOU. School District shall be given written notice of renewal of coverage not less than 30 days’ prior to the expiration of any particular policy.

12.4 Each and every agent shall warrant when signing the Certificate of Insurance that he/she is acting as an authorized representative of behalf of the companies affording insurance coverage and that he/she is licensed by the State of Georgia and is currently in good standing with the Commissioner of Insurance for the State of Georgia.

12.5 Any and all companies providing insurance required by this MOU must meet the minimum financial security requirements set forth below. The rating for each company must be indicated on the Certificate of Insurance.

- i. Best’s Rating not less than A; and
- ii. Best’s Financial Size Category not less than size VII.

12.6 In the event Company neglects, refuses, or fails to provide the insurance required by this MOU, or if such insurance is cancelled for any reason, School District maintains the right to immediately terminate this MOU without notice.

12.7 Workers' Compensation and Employer's Liability Insurance. Company shall procure and maintain Workers' Compensation and Employer's Liability insurance in the following limits. Such insurance is to cover every employee who may be engaged in work under this MOU.

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

[Coverage amounts to be adapted as appropriate]

This requirement does not apply to any business than has regularly in service less than three employees in the same business within the state of Georgia.

12.8 Comprehensive General Liability Insurance. Company shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of covered shall be provided and indicated and the Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance
3. Personal Injury
4. Broad Form Property Damage
5. Premises Operations
6. Completed Operations

### **XIII. Background Check**

School District requires that all individuals who will work on a School District site (including full-time, part-time, and temporary employees, contractors, and subcontractors) must be fingerprinted and cleared through the Georgia Criminal Information Center System (GCIS) before they are assigned to work at School District. The cost of fingerprinting is the responsibility of Company. Any failure to comply with this requirement constitutes a breach of this Agreement.

### **XIV. Scope of Responsibilities**

14.1 Company agrees to undertake the following activities:

[INSERT LIST OF ACTIVITIES]

14.2 School District agrees to undertake the following activities:

[INSERT LIST OF ACTIVITIES]

### **XV. Governing Law and Venue**

This MOU shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this MOU shall be in the federal, superior, or state courts of [INSERT COUNTY], Georgia.

**XVI. Termination**

Either Party may terminate this MOU without cause upon thirty (30) days' prior written notice. This MOU may be terminated, immediately, by School District by providing written notice to Company of any conduct which, in the determination of School District, jeopardizes the health, safety, or welfare of any person or the safety, reputation, or regular functions of School District. This MOU may also be terminated as detailed in Sections 8.4 and 12.6 of this MOU.

**XVII. Entire Agreement**

This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.

**XVIII. Counterparts**

This MOU may be executed in counterparts, each of which shall be deemed an original.

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
School District  
[Insert Contact Information]

\_\_\_\_\_  
Company  
[Insert Contact Information]

\_\_\_\_\_  
[Insert Date]

\_\_\_\_\_  
[Insert Date]