

**MEMORANDUM OF AGREEMENT
FOR COOPERATIVE SERVICES TO SUPPORT AT RISK STUDENTS**

This Memorandum of Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between the [DISTRICT] Board of Education (“District”) and [INSERT SECOND PARTY] (“Second Party”), collectively referred to herein as “the Parties.” The purpose of this Agreement is to reduce to writing the agreement and understanding of the Parties to cooperate to provide support and services to students of District who are considered at risk of academic failure, at risk of mental health crisis, at risk of participating in juvenile crime, or who have been expelled from the District.

More specifically, this Agreement sets forth the agreement and understanding of the Parties to cooperate to provide the following support and services to students of the District:

[INSERT A WRITTEN GENERAL DESCRIPTION OF WHAT THE AGREEMENT IS DESIGNED TO PROVIDE FOR STUDENTS INVOLVING COLLABORATIVE WORK BETWEEN THE PARTIES. Example: “This Agreement provides the terms and conditions by which Second Party Comprehensive Center will provide mental health services to students of District, including referral of students for services, locations and conditions for services, and financial responsibility for services, and recordkeeping.”]

I. District Obligations

District agrees to the following performance obligations:

[Insert a numbered list of the specific performance obligations that District agrees to. Remember that these performance obligations should be specific, measurable, achievable, relevant, and time bound. Example: “(1) District shall make a confidential meeting space available at Central High School every Wednesday between the hours of 1:00 p.m. and 3:00 p.m. for the purpose of Second Party providing mental health counseling to students.”]

II. Second Party Obligations

Second Party agrees to the following performance obligations:

[Insert a numbered list of the specific performance obligations that Second Party agrees to. Remember that these performance obligations should be specific, measurable, achievable, relevant, and time bound. Example: “(1) Second Party shall provide a licensed mental health counselor to provide mental health counseling to students on-site one day per week at the location and during the times provided in Section I above.”]

This template was developed by the Kentucky Department of Education in collaboration with the Kentucky Center for School Safety pursuant to KRS 158.4418. This template is not legal advice.

III. Student Confidentiality

While the Parties desire to share information regarding District students served by Second Party to the extent possible in order to further the provision of service to District students, the Parties understand and agree that student records, and personally identifiable information from student records, is protected by the Family Educational Rights & Privacy Act (“FERPA”). As such, District must comply with FERPA at 34 CFR Part 99 and District policy 09.14. Second Party understands and agrees that absent a specifically applicable exception in FERPA, signed parental consent must be obtained before District can release student records, or personally identifiable information from student records, to Second Party.

The Parties further understand and agree that Second Party may be responsible for compliance with certain privacy and confidentiality laws, regulations, and policies applicable to this Agreement. District understands and agrees that the following laws, regulations, and policies are applicable to Second Party and will govern the sharing of information regarding District students served by Second Party pursuant to this Agreement:

[Insert the confidentiality statutes, regulations, and policies applicable to Second Party as it relates to this Agreement.]

The Parties agree to cooperate to the greatest extent possible to share information regarding District students served by Second Party, but understand that information sharing may not always be possible due to the Parties’ obligations under the laws, regulations, and policies set forth in this section. The Parties further agree that any information shared will be protected pursuant to the laws, regulations, and policies applicable to receiving party regarding confidentiality of information, any separate information sharing agreement(s) entered into between the Parties, and will not be re-disclosed. Any applicable confidentiality provisions shall remain in effect and survive the termination of this Agreement.

IV. Financial Obligations

In order to effectuate the terms of this Agreement for the provision of services by Second Party to District students, the Parties agree to the following financial obligations:

[Insert a numbered list of the of the financial obligations of each party. Be sure to identify the specific party associated with each obligation. Example: (1) Second Party shall be responsible for billing any applicable payor (e.g. Medicaid, Private Insurance, Parent/Guardian) for the services Second Party renders to a student of District. (2) Second Party shall be entitled to 100% of the proceeds of any collections for the services Second Party renders to a student of District. (3) Second Party shall not engage in any direct collections practices with students, parents, or guardians on District property. (4) Under no circumstances shall District be responsible for any financial obligations to Second Party for services rendered to a student of District.”

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V. Insurance Obligations

If Second Party is not a state agency recognized as an agency and instrumentality of the Commonwealth of Kentucky, Second Party agrees to maintain a policy of professional liability insurance covering each of its agents or employees assigned by Second Party to provide services to District students pursuant to this agreement. During the term of this Agreement, the Second Party shall maintain professional liability insurance, and provide proof of the same to District, in the amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. The Parties agree that persons assigned by Second Party to perform any function pursuant to this Agreement on District premises is an agent or employee of Second Party and not of District.

During the term of this Agreement, Second Party shall maintain workers' compensation insurance in the amounts of one hundred thousand dollars (\$100,000) per occurrence and one million dollars (\$1,000,000) in the aggregate covering each of its employees performing any function pursuant to this Agreement.

VI. Background Checks

Second Party shall submit any employee or agent of the Second Party having any contact with District students pursuant to the terms of this Agreement to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation in accordance with KRS 160.380, at no expense to the District. The results of this background check shall be provided to the District before any services are provided pursuant to this Agreement. No person shall provide services involving contact with District students pursuant to this Agreement who has a record of a sex crime or as a violent offender as defined in KRS 17.1654.

Second Party shall submit any employee or agent of the Second Party having any contact with District students pursuant to the terms of this Agreement to a Central Registry Check, Form DPP-156 from the Cabinet for Health and Family Services and ensure agents and employees have no findings of substantiated child abuse or neglect. Each agent or employee of Second Party who is to have contact with District students pursuant to this Agreement is to provide copies of their individual DPP-156 to District and until said copy is provided, agents and employees of the Second Party shall not have any contact with or access to District students. No agent or employee of Second Party shall perform services pursuant to this Agreement who has a record of substantiated child abuse or neglect.

VII. Term

This Agreement shall become effective on [INSERT DATE] and shall continue, unless otherwise terminated as provided herein, for a period of two years.

VIII. Cancellation

Both parties shall have the right to terminate and cancel this Agreement at any time not to exceed thirty (30) days' written notice served on the Parties by registered or certified mail. All notices pursuant to this Agreement shall be delivered to the Parties at the following addresses:

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DISTRICT:

[Insert full District name and mailing address.]

SECOND PARTY:

[Insert full Second Party name and mailing address.]

IX. Funding Out

District may terminate this Agreement if funds necessary for District financial obligations set forth in section IV above are not appropriated to the District or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. District shall provide the Second Party thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

X. Choice of Law and Forum

The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Agreement or any of its terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Circuit Court of the Commonwealth of Kentucky where District’s central office is located.

It is so agreed by the Parties this _____ day of _____, 20_____.

DISTRICT:

SECOND PARTY:

[Insert Name] Date
[Insert Title]

[Insert Name] Date
[Insert Title]