



Developing an Effective Memorandum of Understanding

A memorandum of understanding, or MOU, is a document created between two or more parties explaining how they will work together to achieve a common goal. While MOU's vary in complexity and use, the purpose is to help organizations work together and understand one another's perspectives. Most MOU's include four key components: an introduction, a purpose statement, defined roles and responsibilities, and the terms of the agreement. Several guides and examples are provided in this document, including:

- An outline of the key components of an MOU.
- An MOU Template.
- Sample 1: A brief MOU template that includes the essential components of an agreement with areas to fill in with your program's information.
- Sample 2: A more comprehensive example that follows the four key components of an MOU.
- Sample 3: A real-life example from a site that incorporates the four key components within a structure coming from their parent organization.

Key Components of an MOU

Section 1 – Introduction

This section describes the need, the organizations involved, and why these organizations need to work together. Questions to consider in this section include:

1. Why is the MOU being created?
2. What agencies are participating?
3. Why is this MOU necessary?

Section 2 – The Purpose

This portion should briefly explain the goals of the MOU and how and when it will be utilized.

Questions to consider in this section include:

1. What are the various goals of the MOU (be specific)?
2. How will these goals be carried out (be specific)?
3. When will these goals be carried out (be specific)?

Section 3 – Roles and Responsibilities

To better collaborate, both sides must understand what each other needs to succeed.

Understanding expectations from the beginning will lead to a more aligned and successful experience. Questions to consider in this section include:

1. Which duties will each organization take the lead on and which duties will be carried out collaboratively?
2. Which resources that need to be shared does only one party possess?
3. What do both organizations' staff need (resources, training, etc.) to effectively carry out the MOU objectives?



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Section 4 – Oversight and Terms of Agreement

The MOU should be considered a working document – this section in particular. Questions to consider in this section include:

1. How will both sides measure success?
2. When will both sides amend the MOU if circumstances change?
3. How will initiatives at the local, state, and federal level be incorporated into the MOU?



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Memorandum of Understanding Template

Between

the _____

and the

I. Introduction

This MOU is necessary and has been created to address:

Item 1: Description

Item 2: Description

Item 3: Description

II. Purpose

The goals of this MOU include:

Goal 1: Description

Goal 2: Description

Goal 3: Description

Goal 1 will be carried out by (how and when) _____

Goal 2 will be carried out by (how and when) _____

Goal 3 will be carried out by (how and when) _____

III. Roles and Responsibilities

Individual roles and responsibilities include:

Organization 1:

Role and responsibility 1

Role and responsibility 2

Role and responsibility 3





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Organization 2:

- Role and responsibility 1
- Role and responsibility 2
- Role and responsibility 3

Shared roles and responsibilities include:

- Role and responsibility 1
- Role and responsibility 2
- Role and responsibility 3

IV. Oversight and Terms of Agreement

The MOU goals will have been successfully carried out when:

- Goal 1 indicator(s) of success
 - Goal 2 indicator(s) of success
 - Goal 3 indicator(s) of success
- The MOU will be amended by:

- First check-in date
 - Second check-in date
- The MOU will be amended when:

- Stipulation one
- Stipulation two

Agreed:

Organization 1 Representative

Date

Organization 2 Representative

Date





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Sample 1

Memorandum of Understanding Template

The following sample memorandum can be adapted to help you outline who will be responsible for what activities. Make sure that the signers are people with authority to commit the time or resources of each entity.

_____ (CBO) will partner with the _____ (names of schools) participating in the _____ (program name) and commits to do the following with:

1. If the organization is committing volunteers, list the number of volunteers it is willing to commit, how many hours per week, and for how long. If you will provide some training for those volunteers, list it here as well; for example: "The CBO Organization commits to provide 5 hours of volunteer service per week. Volunteers will go through a brief reading tutoring program offered by Neighborhood School."
2. If the organization is committing supplies, list that commitment here if known; for example, "Organization will provide extra paper and other office supplies to the Program as they are available."
3. If the organization is committing time by providing one of its representatives to sit on your Advisory Board and attend all meetings, list that commitment here.
4. List any other commitments that each partner is willing to make to the after-school program. These commitments could include advertising, community relations, and solicitation of further funding opportunities.

_____ (CBO/school) sees its role as assisting _____ (program name) in reaching its goals and will be as flexible as possible to accommodate any special needs or changes.

In turn, _____ (program name) will be flexible in accommodating the concerns of _____ (CBO/school)

Signed this ____ day of _____, 20____:

Agency/Organization Representative School/Program Representative

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Sample 2

MEMORANDUM OF UNDERSTANDING BETWEEN

Name of LEAD AGENT
and the
(Name of Organization)

Preamble

In response to the deep need of students and families in NAME OF COMMUNITY/CITY, concerned parents, school districts, community-based organizations, and governmental entities have coalesced to form the REALLY GREAT COLLABORATIVE (RG). RG builds sustainable after school programs that are grounded in sound youth development principles. As part of its mandate, RG has developed a framework for an innovative initiative that simultaneously links after school programming to the standards-based education delivered during the school day by participating school districts, to an integrated educational enrichment program, and to the needs of local families for a high-quality family literacy program.

Members of RG determine the mission, vision, goals and policies of RG’s after school programs. RG monitors program effectiveness, builds program sustainability, and represents the agencies and schools it serves. RG’s initial goals are directly aligned with the state of California’s 21st Century Community Learning Centers Program: establish community education centers at participating schools, grounded in sound youth development principles, providing academic enrichment and a range of cultural, developmental, recreational, and family literacy opportunities for students and their families.

RG has asked the REALLY GREAT LEAD AGENT (RGLA) to be the lead agent for the 21st Century Community Learning Center Program and execute Memoranda of Understanding on its behalf with participating partner agencies. In executing these responsibilities, RGLA will report directly to an Executive Committee of RG to be composed of (INSERT MEMBERS OF EXECUTIVE COMMITTEE IF APPROPRIATE). The Executive Committee will provide guidance to RGLA relative to key financial issues and programmatic issues affecting program performance. Specifically, the Executive Committee will meet at minimum on a monthly basis and will provide direction on any proposed budget modifications and personnel decisions.

Understandings and Commitments

The RGLA and **(Name of District/CBO/Organization)** enter into this Memorandum of Understanding (MOU) for the purpose of implementing the 21st Century Community Learning Center program at (Name of School/s) located in the () School District.

This MOU establishes the framework for a formal working relationship between the parties to this agreement and specifies the services and resources that each commits to this program.





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The RGLA will be the fiscal and lead agent for RG partnership activities and take a primary role in developing the financial resources and sustainability systems for the 21ST CCLC programs as well as ensuring the overall success of these activities program. The primary responsibilities of each party to this MOU are highlighted below:

Responsibilities of the REALLY GREAT LEAD AGENT

- Provide overall programmatic leadership for the development of the After School programs described in the 2007 21st Century Community Learning Center proposal submitted to the California Department of Education (CDE);
- Develop communication systems linking all program sites and participating organizations;
- Implement systems and procedures to comply with 21st CCLC grant requirements including reporting and evaluation;
- Convene and staff monthly meetings of RG Executive Committee and bring key financial and programmatic issues to the committee for consideration; and
- Other?

Responsibilities of the (Name of organization/CBO/District)

(Name of District/CBO/Organization) is committed to the successful functioning of the RG 21st CCLC program and to the realization of the outcomes it seeks. (Name of District/CBO/Organization) specific commitments of financial, personnel and/or in-kind resources include the following (**EXAMPLES**):

- (Name of District/CBO/Organization) will actively participate in RG activities and will have representation at all RG program meetings. (insert executive committee if relevant);
- (Name of District/CBO/Organization) will supervise all of its staff and consultant positions in the RG program guaranteeing close coordination with RG staff and activities;
- (Name of District/CBO/Organization) will participate in program evaluation processes as required by the California Department of Education and RG by maintaining records on activities and services and engaging in data collection as required;
- (Name of District/CBO/Organization) will provide staff to assist with the implementation of the (NAME OF PROGRAM) program with an estimated value of \$_____ per year;
- (Name of District/CBO/Organization) will provide other goods and services (enumerate) for the RG program with an estimated value of \$_____ per year;
- (Name of District/CBO/Organization) will provide annual financial contributions to the 21st CCLC program in the amount of \$_____;
- Other --- Specific responsibilities
- For districts: Link RG program to the school's regular day program and the academic and social goals being promulgated by the (name of district).

Terms of Agreement:

The terms of this MOU shall be from (month) 1, 200X to June 30, 20XX and may be extended by written agreement of both parties. Either party, upon 30 day written notice to the other party, may terminate this agreement.



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Agreed:

Name, Title	Date

RGLA

Name, Title	Date

(Name of District/CBO/Organization)





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Sample 3

Memorandum of Understanding Between My Community Organization and Jones River School District

The Jones River School District, hereinafter referred to as JRSD, and the My Community Organization, hereinafter referred to as MCO, enter into this Memorandum of Understanding (MOU) for the express purpose of implementing the Clarion Afterschool program. It is understood by and between the parties that the implementation of this MOU is contingent upon continued funding received by JRSD from the State Department of Education.

JRSD and MCO desire to work cooperatively to build an asset-based approach to the delivery of services to children, youth and families. JRSD and MCO will implement effective strength-focused strategies for positive youth development as part of the project's Clarion Afterschool program at Lawrence Elementary, King Elementary, and Roosevelt Middle School in Jones River.

I. Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties, based on the intent to meet the service delivery needs of the Clarion Afterschool program, and to set forth the operative conditions that will govern this important partnership.

II. Description of Program Services

A. MCO will:

5. Provide up to six recreation leaders for a minimum of 3.5 hours a day @ \$11/hour X 189 days to provide recreational and enrichment program activities that emphasize positive youth development, life skills, and pro-social behaviors.
6. Provide one part-time recreation coordinator for approximately 4 hours per day, 5 days per week for a minimum of 189 days. The recreation coordinator will be responsible for coordinating all hiring, training and ongoing professional development, and for providing leadership for all recreation leaders hired by MCO and employed in the Clarion Afterschool Program, as described in the recreation coordinator job description. Reimbursement for the recreation coordinator will be calculated at \$1,500 per program served by MCO.
7. Provide supervision of the personnel employed under this agreement. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be made by the MCO, and JRSD shall have no right or authority over such persons or the terms of such employment. However, JRSD will have input on the selection of the staff hired for this project.
8. Deliver services as an afterschool program from 3:45 p.m. to 7 p.m. on designated days of operation.



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9. Be responsible for maintaining evaluation data, attendance forms, and other relevant program documentation as needed by project.
 10. Designate an MCO employee to serve on the Clarion Afterschool Advisory Board.
 11. Be responsible for general program coordination, including set-ups and clean-up and first aid.
 12. Attend required project-sponsored training sessions and on-site program activities team meetings as appropriate.
- B. JRSD agrees to the following:
1. Provide space and general operational supplies for services. This space will include access to needed school facilities, office equipment, telephones, and supplies.
 2. Work collaboratively with MCO to identify and meet student needs served in the program
 3. Develop common confidentiality guidelines to share information between JRSD and MCO to the extent permitted by the State Education Code and the Welfare and Institutions Code governing client confidentiality.
 4. Set meeting and training schedules.
 5. Maintain coordination of other agencies and services providers with MCO.
 6. Provide the needed student assessment forms and evaluation requirements.
 7. Provide staff person to provide support group facilitation.
 8. Provide site coordinator 4-6 hours each day.

III. Terms

The term of this Memorandum of Understanding shall commence no earlier than July 1, 2011, and continue through June 30, 2012. This MOU may be reviewed by both parties annually. Existing labor contracts will be honored in the execution of services. The intent is not to supplant work that would belong to a bargaining unit member.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.

IV. Termination Clause

This Memorandum of Understanding may be terminated by either party in sixty (60) days of giving written notice of intention to terminate the agreement.

V. Amendments

Amendments to this MOU may be made with the mutual written agreement of both parties.



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VI. Hold Harmless/Indemnification

- A. JRSD agrees to indemnify, defend, and hold harmless MCO, its board of trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of JRSD. It is understood that such indemnity shall survive the termination of this Agreement.
- B. MCO agrees to indemnify, defend, and hold harmless JRSD, its board of trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of MCO. It is understood that such indemnity shall survive the termination of this Agreement.

C. Insurance

[This provision may only be waived if authorized in writing by the Assistant Superintendent and approved by the District's legal office.] As part of, but without limiting the hold harmless covenant, MCO shall, during the term of this Agreement, carry a comprehensive general liability or property damage insurance in the amount of ONE MILLION DOLLARS (\$1,000,000). JRSD and, in their capacity as such, its officers, agent, and employees shall be named as additional named insured in said policy. A certificate of said insurance shall be filed with JRSD before commencement by MCO of performance under this MOU. Said insurance shall contain a clause prohibiting cancellation without ten (10) days' advance notice to JRSD. A certificate of insurance showing compliance with these requirements shall be filed with JRSD's Property and Liability Insurance Office.

VII. Independent Contractor Status

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and other benefits of any kind, as required by law, for its own employees.

VIII. Fingerprinting

In accordance with Education Code Section 45125.1, MCO shall conduct criminal background checks of its employees and, upon receipt of those checks, certify to JRSD that no employee of the contractor working with students and parents of the JRSD has been convicted of a violent or serious felony as defined by statute. MCO shall not permit any employee to have any such contact with a student of JRSD until such certification has been received by JRSD. MCO shall supply JRSD with a list of names of those employees who are cleared to work with students and parents of the district.

IX. Schools Served

Lawrence Elementary, King Elementary, and Roosevelt Middle School in Jones River.



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X. Compensation

1. JRSD agrees to reimburse MCO for the base services provided to Clarion Afterschool program a sum not to exceed \$152,807 for 21 recreation leaders at 3.5 hours per day for 189 days.
2. JRSD agrees to reimburse MCO for the services provided to the Clarion Afterschool Program by the recreation coordinator a sum not to exceed \$9,000. Payment will be provided in two installments of \$4,500 in September 2011 and March 2012.
3. MCO will bill the Jones River School District monthly and submit the bill to:

Jones River School District
 Office of Student Support Programs
 Clarion Afterschool Program
 Attention: William Draizer
 212 Main Street
 Jones River, My State 00000

XI. WRITTEN NOTICE

Written notices regarding this MOU required to be provided herein shall be sent by first class mail to the following representatives:

To: Jones River School District
 Elise Grant, Program Manager
 Office of Student Services
 11 South Avenue
 Jones River, My State 00000

To: My Community Organization
 Thomas Earl
 300 Eighth Street
 Jones River, My State 00000

XII. APPROVALS

 Thomas Earl, Supervisor
 My Community Organization

 Sharon Maples, Superintendent
 Jones River School District

 Date

 Date

Approved as to form:

 Elise Grant, Program Manager
 Jones River School District

 Gregory Nelson
 Assistant General Counsel

 Date

 Date

