# MEMORANDUM OF AGREEMENT

**PREAMBLE**

The [INSERT CONVENING ORGANIZATION] (hereafter “Convener") and the [INSERT SCHOOL OR SCHOOL DISTRICT] (hereafter “School”) enter into this Memorandum of Agreement to set forth the terms and conditions upon which they will collaboratively engage in The Promise. (hereafter “the Program”).

Convener and School (hereafter “Parties”) desire to improve educational opportunities for youth in their community and are participating in The Promise to achieve this goal. We believe the trajectory of every child’s life should be determined by their potential and not by situational limitations. A college readiness strategy should support students, grade K-12, in the areas of: career discovery, academic readiness, and educational savings. Each Party recognizes that the success of the Program is dependent upon faithful adherence to the terms agreed upon below.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Overview**

1. Convener and School agree to work cooperatively and in good faith to achieve the objectives of the Program.
2. The Parties agree to jointly establish a communications plan which shall include:
	1. Meetings and/or communication between the school principal (or his/her designee) and the Convener to discuss the Program progress and updates and to share successes and to facilitate communication with teachers and parents/guardians/families.
	2. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials.
	3. A protocol for emergencies, such as a school closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the school building or on school grounds.

**Staff and Student Participation**

1. School will ensure student participation in the Program based on Convener criteria for inclusion. Convener will work jointly with School and local funders to determine students eligible for the Program based on grade level, population size, and community capacity. Eligible grade levels shall be determined prior to the Program start.
2. School will provide volunteers (school personnel and/or other volunteers) to assist with CollegeChoice 529 plan enrollment at a school registration event or other similar school event where parental attendance is required for eligible grade levels.
3. Convener will have the responsibility to provide training and Program information to selected School volunteers to deliver the CollegeChoice 529 plan enrollment and “Walk Into My Future” elements of the Program.
4. Convener will provide unique URL for online enrollment in CollegeChoice 529 to School for dissemination via School web site and during registration event.
5. School will facilitate communication between Convener and student participants and their families via students’ classroom teachers and/or letters sent home with students, e-mails to families, phone calls or employ other necessary engagement strategies, as required to carry out the goals of the Program.
6. If participating student population requires Program materials to be provided in languages other than English, School will be responsible for translating Program materials into the language specified or providing translation services when applicable. Convener may provide or assist with translation of the Program materials when it is possible to do so.

**Data Collection, Storage, and Disclosure**

1. The Parties acknowledge that certain data is critical to analysis of Program metrics and agree to share certain confidential data between them.
2. School agrees to disseminate any surveys or data collection tools as requested by the Convener to track the outcomes of the Program. This will include, but is not limited to, a baseline parental awareness survey prior to the CollegeChoice 529 plan enrollment event (one time) and yearly parental awareness surveys post-Program. Convener agrees that surveys will be anonymous and only aggregate data will be shared; no individual response data will be shared.
3. School agrees to provide other relevant student data to Convener (i.e. student grade level, parent/caregiver address, participation in School’s free/reduced lunch program) as requested.
4. School agrees to provide Convener with access to staff familiar with student data as needed.
5. School agrees that any student data provided to Convener may be shared with Promise Indiana and the Indiana Education Savings Authority. Student data will only be used for implementation and evaluation of the Program.
6. School understands that aggregate data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students will be shared.
7. Convener agrees that, other than as necessary with respect to the Program, all electronic data analysis will be performed on secure, password-protected computers.

**Program Implementation**

1. School shall make space available at school events for families to enroll in CollegeChoice 529 plans. School shall also provide computers with internet access to allow families to register.
2. School shall provide transportation, where applicable, to and from the Program site for “Walk Into My Future.”
3. Convener shall identify third parties for Program enhancement, such as “Walk Into My Future,” but shall confirm that such third parties are acceptable to School prior to contracting with them.

**Miscellaneous Provisions**

1. This Agreement shall be governed by the laws of the State of Indiana.
2. Each Party shall bear its own costs, if any, for execution of its obligations under this Agreement.
3. Each Party shall have responsibility for supervision of its own employees, contractors, and volunteers.
4. Each Party shall adhere to its policies with respect to Child Abuse Prevention and training.
5. Each Party shall maintain appropriate insurance for its obligations under this Agreement.
6. The Parties agree that they are independent of each other and of the Convener; neither Party shall be deemed an employee, servant, agent, partner, or joint venturer of the other or of Convener.
7. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.

**Duration of Agreement; Amendments**

1. This Agreement is effective on \_\_\_\_\_\_\_\_\_\_\_ and shall end on \_\_\_\_\_\_\_\_\_\_; the confidentiality provisions related to storage and disclosure of data shall survive the Agreement.
2. This Agreement is the entire agreement between the Parties and cannot be amended other than by written consent all Parties.

**Entered into this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_2019:**

**School: Convener:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature Signature

Superintendent Exec. Director/CEO

School District Organization

Address Address

Phone Number Phone Number

E-mail Address E-mail Address