

TO: Dover School Board
FROM: Dover Family School Alliance
CC: Elaine Arbour, Superintendent of Schools and Christine Boston, Director of Pupil Personnel Services
RE: Memorandum of Understanding, 2015-2018
DATE: April 13, 2015

The Dover Family School Alliance is pleased to present to the Dover School Board a DRAFT Memorandum of Understanding (MOU) between the Dover School District and our organization. This MOU, modeled after the one implemented between the district and the Dover Adult Learning Center, is designed to allow our respective organizations the opportunity to work together to support the needs of students, families and educators within our district.

The proposed MOU is for three years; as a new organization, the Dover Family School Alliance believes that this short time-frame will allow us to learn and grow together without placing undue burdens on the organizations into the future. It is our intention to revisit the parameters of this MOU near the end of that period to reassess the relationship and draft a revised MOU reflecting changes in organizational structure, goals, and accomplishments.

The Dover School District serves more than 4,000 students annually, with that number growing each year. More than 900 of our students – or 22% - are assigned formal Individualized Education Plans or 504 Plans. This partnership will help support and strengthen the district's ability to serve all of its students most effectively.

At this point, **we wish for your organization's input and endorsement of the MOU in principle.** In the meantime, the Dover Family School Alliance will be seeking formal nonprofit status with the Internal Revenue Service and the State of New Hampshire. When that process is complete, we will formalize this relationship with written signatures.

MEMORANDUM OF UNDERSTANDING
Dover Family School Alliance and Dover School District

DRAFT: April 13, 2015

I. Purposes

The purposes of this Memorandum of Understanding (MOU) between the Dover Family School Alliance (DFSA), a 501c3 organization and the Dover School District (DSD), are as follows:

- a. To foster the achievement of both DFSA and the DSD missions and goals through a collaborative working relationship; and
- b. To promote and improve the relationship between educators and families within the community of Dover, particularly those families whose children qualify for special education services
- c. To facilitate efficiencies by promoting economies of scale and avoiding duplication of effort. Operational efficiencies include but are not limited to staff development, voice/network and parent outreach; and

II. Dover School District Responsibilities

The responsibilities of the DSD under this MOU are as follows:

- a. The DSD will have two (2) staff members participate as members of the Board of Directors for the DFSA. These individuals will be selected by the DSD and may be either faculty or staff, but must be able to speak "on behalf" of the DSD's perspective. These individuals will not represent a binding voice on financial or other resource commitments that will need authorization from the Director of Pupil Personnel Services or Superintendent of Schools.
- b. The DSD will provide facility space for DFSA to hold meetings, conduct trainings or other educational/organizational activities germane to the DFSA meeting its mission.
- c. The DSD will provide a mailing address for DFSA
- d. The DSD Director of Pupil-Personnel Services will meet at least monthly with the DFSA representative(s) to keep lines of communication open, collaborate on joint goals and receive updates on DFSA activities.
- e. Willingness to include DFSA volunteer or staff representatives to participate in designing/amending policies that have particular impact on the DSD special education population
- f. Willingness to collaborate on joint funding opportunities for programs or projects that support the DSD and DFSA's overlapping missions and goals. These funding opportunities may include, but are not limited to: individual gift solicitation, application for private/corporate grant funding, event sponsorship, government project fund opportunities. Such opportunities may range from a letter of endorsement to full joint-applications.

III. Dover Family School Alliance Responsibilities

The responsibilities of the DFSA under this MOU are as follows:

- a. To maintain its 501c3 status, including ownership of separate and distinct bank accounts, and preparation/filing of all requisite paperwork.
- b. To regularly check designated mailbox at DSD offices
- c. To maintain a Board of Directors for the purpose of providing oversight of DFSA's operational and fiscal performance, reviewing and recommending strategic initiatives, promoting programs offered throughout Dover and surrounding area, fundraising, accepting and administering grants other than those administered by the SAU, and making recommendations to the Superintendent and Director of Pupil-Personnel Services relative to items of joint interest to DFSA and the DSD.
- d. Willingness to collaborate on joint funding opportunities for programs or projects that support the DSD and DFSA's overlapping missions and goals. These funding opportunities may include, but are not limited to: individual gift solicitation, application for private/corporate grant funding, event sponsorship, government project fund opportunities. Such opportunities may range from a letter of endorsement to full joint-applications.
- e. To remit to the DSD within thirty (30) days of notice, any receipts for expenses related to joint activity that DSD has agreed to cover.
- f. To provide to the DSD a bi-annual update on activities conducted to date and anticipated activities. These reports will contain dates when available, anticipated needs from the DSD (e.g., use of meeting space) and other pertinent information to maintain clear and transparent collaboration.

IV. Assignment

This MOU shall inure to the benefits of, and be binding upon, each of the parties hereto and their respective successors and assigns. Notwithstanding the preceding sentence, neither DFSA nor the DSD shall be permitted to transfer or assign its responsibilities under this MOU to any other person or organization without the prior written consent of the other party, which either party may grant or withhold in its sole and absolute discretion.

V. Counterparts

This Memorandum may be executed in any number of counterparts, all of which shall constitute a single agreement binding on the parties hereto.

VI. Mutual Indemnity & Hold Harmless

The DSD shall indemnify, defend and hold DFSA, its directors, subcontractors and agents harmless from and against any and all claims, liabilities, loss and expense arising by reasons of the act or omissions of the DSD, its agents or employees or arising in any area under the control of the DSD, its agents or employees.

Except for negligence or willful misconduct of the DSD or its employees, DFSA shall indemnify, defend and hold DSD, its directors, subcontractors and agents harmless from and against any and all claims, liabilities, loss and expense arising by reasons of the act or omissions of the DFSA, its agents or employees or arising in any area under the control of the DFSA, its agents or employees.

VII. Miscellaneous

- a. This MOU may be modified only by a written agreement executed by all of the parties hereto, with all the formalities of this MOU
 - b. This MOU merges and supercedes all prior agreements and understandings of the parties whether written or oral, and DFSA and the DSD mutually agree that any such prior agreements and understandings are hereby terminated
 - c. All captions used herein for purposes of convenience only and shall not be referred to in construing the MOU
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