

MEMORANDUM OF UNDERSTANDING
Dover Family School Alliance and Dover School District

I. Background, Purposes and Terms

This non-binding Memorandum of Understanding (MOU) is between the Dover School District, located at 61 Locust Street, Dover New Hampshire 03820 and the Dover Family School Alliance, address of Box 1044, Dover New Hampshire 03821.

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 event promotion

This MOU has an effective date of November 1, 2015 and has an initial term of three (3) years, or October 31, 2018.

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 School Board will designate one (1) member to serve as a "liaison" to the DFSA Board of Directors. The individual will be considered a non-voting member and will be invited to all board meetings/functions so that they may play an active advisory role to help ensure communications and continuity amongst the DFSA, DSD staff and DSD School Board.
- c. 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. DFSA will adhere to the DSD's Facilities Use Policy.
- d. The DSD Director of Pupil-Personnel Services will meet regularly (typically monthly) with the DFSA representative(s) to keep lines of communication open, collaborate on joint goals and receive updates on DFSA activities.
- e. In accordance with DSD's policy and procedure on policy development, the DSD is willing to invite DFSA 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 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.
- c. 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.
- d. To remit to the DSD within thirty (30) days any receipts for expenses related to joint activity that DSD has agreed to cover.
- e. To provide to the DSD a semi-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.
- f. To provide to the DSD a copy of DFSA's general liability insurance certificate, updated annually

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

To the extent permitted by law, 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.

To the extent permitted by law, 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 supersedes 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
- d. Termination of this MOU may be made for convenience of either party with sixty (60) days' notice or immediately with or without cause.

