Sample Education Collaboration MOU

AGREEMENT BETWEEN THE COMMUNITY COLLEGE OF PHILADELPHIA AND YOUTHBUILD PHILADELPHIA CHARTER SCHOOL

WHEREAS, the Community College of Philadelphia (hereafter ‘CCP’) is entering into a partnership with YouthBuild Philadelphia Charter School (hereafter ‘YouthBuild’) to provide assistance and support to one YouthBuild staff member who is supporting, tracking and providing resources to graduates of YouthBuild attending CCP. This agreement sets forth the terms and conditions of this partnership.

WHEREAS, the partnership between CCP and YouthBuild, with student consent, will provide access to academic information and progress of YouthBuild graduates.

WHEREAS, the partnership between CCP and YouthBuild will provide facility resources in the Division of Educational Support Services to one YouthBuild staff member in support of efforts to recruit, retain and graduate graduates of YouthBuild in their academic endeavors at CCP.

CCP and YouthBuild, in consideration of the mutual promises and consideration herein, hereby agree to the following:

1. CCP will share academic information with YouthBuild on active and inactive CCP students listing YouthBuild as their high school of record.

2. YouthBuild will maintain a Release of Information on file for each student including a COMPASS waiver to ensure student records or information may be shared between CCP and YouthBuild staff.

3. CCP will provide a working space within the Division of Educational Support Services for one YouthBuild staff member to meet with students who are YouthBuild graduates and provide referrals to appropriate divisions and departments within CCP.

4. YouthBuild staff member will maintain hours on campus of between five and no more than eighteen hours determined by semester and demand from graduates of YouthBuild.

5. YouthBuild will offer facilitated workshops open to all students receiving services in the programs of the Division of Educational Support Services at CCP.

6. YouthBuild will coordinate assessment testing with CCP on all current YouthBuild students as well as sharing that information with CCP to better place students with the appropriate programs in the Division of Education Support Services.

7. YouthBuild will make mandatory the Educational Support Services programming at CCP for which they are eligible to any graduate of YouthBuild receiving continuing services from YouthBuild staff member while at CCP.

8. YouthBuild will provide academic background information on former YouthBuild students who are or have attended CCP, at the request of CCP that is directly related to the academic success of the graduates of YouthBuild and the measuring of outcomes in this partnership.
9. One representative from the Division of Educational Support Services and from YouthBuild each will be designated to obtain information as needed from departments at CCP for YouthBuild representatives. These representatives will be:

   CCP: Sandra Gonzalez-Torres, Director of Academic Success Initiatives
   YouthBuild: Martin Molloy, Director of Transition Services

10. YouthBuild will coordinate and provide referrals to graduates of YouthBuild with assistance from CCP on all relevant student support services including tracking attendance, case management issues and academic success while they are attending CCP part time or full time.

11. YouthBuild and CCP will provide use of letterhead to brand this partnership for the express use of internal letters within YouthBuild and CCP for departmental and professorial correspondence that relates to programming specific to this partnership.

12. **Insurance:** Each party shall provide and maintain during the term of this agreement, or any renewal term, insurance policies in adequate amounts to support its indemnification obligations hereunder. Such insurance shall, include without limitation, comprehensive liability insurance (in minimum amounts of $1,000,000 per occurrence and $3,000,000 aggregate coverage with appropriate tail coverage if such insurance is “claims made”); errors and omissions insurance (in minimum amounts of $1,000,000 per occurrence and $3,000,000 aggregate coverage with appropriate tail coverage if such insurance is “claims made”); commercially reasonable director and officers insurance; commercially reasonable auto liability policy (including owned, non-owned, uninsured, and underinsured motorist) if transportation is required; professional liability insurance (where applicable) in amounts required by the Commonwealth of Pennsylvania; and workers’ compensation coverage with statutory limits. Each party shall provide the other with certificates of insurance prior to the execution of this Agreement.

13. **Indemnification:** Each party shall indemnify, defend, and hold the other party, its affiliates and their respective directors, officers, contractors, subcontractors, agents, customers, employees and assigns harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and character (including, without limitation, reasonable attorney fees, court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the other party, its affiliates and their respective directors, officers, contractors, sub-contractors, agents, customers, employees, and assigns to the extent resulting from, connected with, or arising out of its negligent or wrongful acts or omissions (or that of its employees, contractors, sub-contractors, agents or representatives) as it relates to its obligations under this Agreement.

14. **Non-discrimination:** Each party agrees that, in the performance of this Agreement, services shall be provided without discrimination toward students, employees, or other persons regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status, disability or any other manner prohibited by law.
15. This Agreement shall be construed and enforced pursuant to the laws and in the courts of the Commonwealth of Pennsylvania.

16. The validity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof, and this Agreement shall be construed in all respects as though such invalid or unenforceable provision(s) were eliminated.

17. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted. Each party warrants that it has been represented and advised by counsel or has had full opportunity to be represented and advised by counsel with respect to this Agreement and all matters covered by it.

18. This Agreement, including any and all amendments, and any documents that are attached and integrated hereto, shall comprise of the ENTIRE AGREEMENT between the parties and neither party shall rely upon any other oral communication or document. This Agreement may only be amended or modified in writing as agreed upon by both parties.

19. This Agreement is subject to the approval of YouthBuild and CCP and shall not be binding upon either party unless approved by both.

APPROVED BY:

___________________________________________ ______________________________
Stephen M. Curtis     Date
President
Community College of Philadelphia

___________________________________________ ______________________________
Simran Sidhu      Date
Executive Director
YouthBuild Philadelphia Charter School