MEMORANDUM OF UNDERSTANDING
between
MUSCOGEE COUNTY SCHOOL DISTRICT
and
THE MILL DISTRICT, INC.

This Memorandum of Understanding ("MOU") is made and entered into as of ______________, 2019, by and between MUSCOGEE COUNTY SCHOOL DISTRICT, a body politic of the State of Georgia, 2960 Macon Road, Columbus, GA 31906 ("MCSD") and THE MILL DISTRICT, INC., a Georgia non-profit corporation, 1445 2nd Avenue, Columbus, GA 31901 ("MILL DISTRICT") to memorialize the intention by the parties to develop and sustain a seamless, high quality cradle-to-college neighborhood pipeline focused on the children of the Mill District neighborhoods in the Fox Elementary School attendance zone ("SCHOOL"), as set forth below:

SECTION I
BACKGROUND AND MISSION, OBJECTIVE, AND PURPOSE

1.1 Background and Mission.

MILL DISTRICT is a non-profit organization leading a holistic neighborhood revitalization of the Mill District neighborhoods, with the intention of helping families break the cycle of poverty and creating a healthy neighborhood. SCHOOL is an elementary school in the MCSD, located in the Mill District neighborhoods with several Partners in Education and Partners in Action and with a strong commitment to ensuring the learning environment is safe and rigorous with an emphasis on life skills.

The respective leadership of MILL DISTRICT, SCHOOL, and MCSD understand that truly transformative neighborhood revitalization requires not only community investment and quality housing, but also collaboration between leadership to ensure educational opportunities for community residents. High quality educational options will anchor and sustain the anticipated revitalization, and MCSD is critical to the success of the effort. The MILL DISTRICT, SCHOOL, AND MCSD intent to partner and collaborate to take steps needed to revitalize the Mill District neighborhoods, as outlined below:

1.2 Objectives of the Partnership.

- Provide high-quality neighborhood educational options for students living in the Mill District neighborhoods.
- Collaborate to revitalize the Mill District neighborhoods in order to create a healthy environment.
- Determine the key elements of success at Fox Elementary and collaborate as community partners to meet those needs.
1.3 Purpose of this Memorandum of Understanding

The purpose of this MOU is to formalize a partnership between the MCSD, Fox Elementary School, and the MILL DISTRICT, with the goal of obtaining the mission and objective(s) outlined above. This MOU is not a contract for goods or services and no monetary consideration is contemplated herein.

SECTION II
GENERAL OBLIGATIONS

2.1 General Obligations:

The parties understand that each should be able to fulfill its responsibilities as described in this MOU in accordance with the provisions of law and regulation that govern their individual activities. MILL DISTRICT shall enter into this MOU and any subsequent agreement or contract with MCSD with the approval of its board of directors, as evidenced by a board consent.

Nothing in this MOU is intended to negate or otherwise render ineffective any procedures or policies of MCSD and MILL DISTRICT. If at any time either party is unable to perform the functions considered under this MOU consistent with such party’s statutory or regulatory mandates or due to any policy of the party, the parties will work together to seek a mutually agreed upon resolution.

The undersigned parties hereby indicate their shared intent to:

a. Establish a local school governance structure—which will include the superintendent, principal of Fox Elementary School, executive director of Mill District, Inc., for the purpose of overseeing the implementation of the school strategy.

b. Ensure a local school governance body has authority to provide input to the Superintendent for the selection of the school principal.

c. Provide site-based advice and recommendations over yearly budgets, school day/year, professional development, school building usage, and building hours.

d. Provide input regarding the appropriate capacity and enrollment for Fox Elementary School.

e. Work to ensure students within the Mill District project area are able to benefit from investments made at Fox Elementary School.

f. Identify students within the attendance zone of Fox Elementary School.

g. Organize the following demographic and academic data for Fox Elementary School:

- Percentage of students qualifying for free/reduced lunch;
- Percentage of students underperforming on state standardized test when compared to the district/state, and
- State performance index grade and ranking

h. Provide Fox Elementary School the ability to develop early learning and Pre-K enrollment preferences for students living in a defined geography consistent with the geographic boundary of the neighborhood revitalization project.

i. Jointly define measures and metrics of success for school performance.
2.2 Intentions of Partnership

A. Governance Structure. Establish a special governance structure to oversee the execution of the strategy at Fox Elementary School. MCSD and the MILL DISTRICT agree that this governing body will consist of, but not limited to, representation from employees at Fox Elementary, including the principal, the executive director of MILL DISTRICT and MCSD Superintendent or appointee.

B. Educational Model. Fox Elementary School will initially serve as the K-5 neighborhood-serving education solution for the Mill District targeted neighborhood. The education model in the initial years of this partnership will focus on establishing a foundation for student learning with the model being finalized by the governance body. The education model should address the following critical foundational elements for success during 2019-2020 school year given the local challenges:

   a. A wraparound support strategy, primarily non-academic, that reduces the impact of toxic stress and works in partnership with families to promote healthy habits to improve academic performance
   b. Stabilize a corps of school teachers and leadership personnel
   c. Reduce student-level transiency
   d. Improve academic performance and socio-emotional capacity of students

   The governing body will spend this initial term developing a budget and staffing model to support these priorities for full implementation.

C. Staffing. The governing body shall have authority to provide the Superintendent with input into the selection of the school principal. The principal will make all employment recommendations relative to school staffing in accordance with state statutes and district policies/procedures. The staffing model should support the implementation of the instructional and operational vision of the school. The following FTE recommendations are for the initial term of this MOU and to support the four defined priorities in the education model:

   • 1 Social Worker
   • 1 Parent Involvement Specialist
   • 1 K-2 instructional coach
   • 1 Assistant Principal

D. Operations

   a. Budget. The principal shall be provided with autonomy to make budget and spending recommendations to the governing body for approval. These funds can include dollars allocated by the school system and additional funds raised independently by Fox Elementary or MILL DISTRICT. The MCSD will agree to ensure that any additional funds raised for the sole purpose of supporting this neighborhood education strategy will be directly allocated to Fox Elementary School.
2.3 Jointly Defined Metrics for Success

The governing body will determine outcomes and reporting schedules. Outcomes will include, but are not limited to, measures associated with student achievement, attendance, behavior, parental involvement, school culture, teacher/staff satisfaction, parental and student satisfaction, effectiveness of wraparound services, and school readiness. The Superintendent, Principal, and MILL DISTRICT may jointly participate in any external evaluation efforts to assess the impact of the school within the broader community revitalization effort.

2.4 Funding

A. Fox Elementary School will have key features of reform and turnaround efforts (additional staff, longer school days/years). The district will commit to funding Fox Elementary according to the funding model of schools with similar levels of intervention.

B. MILL DISTRICT will make every effort to provide the gap between district funding and the actual cost of the proposed changes.

C. The governing body will explore a funding and sustainability model to continue supporting the strategic implementation of this education strategy on an annual basis.

SECTION III

MISCELLANEOUS PROVISIONS

3.1 Confidentiality/Federal and State Regulatory Matters.

The Family Educational Rights and Privacy Act 20 U.S.C.A. Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), hereinafter, FERPA, guides management and protection of personally identifiable information of students in education records maintained by MCSD and SCHOOL. Personally identifiable student information shall be maintained and shared only in keeping with the provisions of FERPA and relevant Georgia laws and regulations. At any time that such protected information is released to MILL DISTRICT, it will comply with FERPA regulations regarding the confidentiality of such information.

3.2 IEP and Section 504 Plans.

MILL DISTRICT and MCSD acknowledge that some students of the SCHOOL may receive services through MCSD through Individual Education Plans ("IEPs") developed pursuant to the Individuals with Disabilities Education Act ("IDEA") and/or Section 504 plans pursuant to Section 504 of the Rehabilitation Act ("Section 504 Plans"). The parties agree that MCSD and the SCHOOL are required to provide educational services and accommodations as specified in any such IEP and/or Section 504 Plan.

3.3 Independent Status.

MILL DISTRICT is and shall remain an independent entity, solely responsible for rendition of its services and for the supervision of its employees, volunteers, or contractors, including any payment of wages,
benefits and employment related taxes for its staff provided including any unemployment compensation fund payments or workers compensation insurance.

MCSD shall not be responsible or liable for the hiring, termination, provision of worker’s compensation benefits, or discipline of MILL DISTRICT staff, and MILL DISTRICT shall not be responsible or liable for the hiring, termination, or discipline of MCSD or SCHOOL staff.

3.4 Criminal Background Checks.

Parties do not anticipate that non-district personnel will have direct interaction with any students under the program contemplated herein. However, the parties agree that all persons, including employees, volunteers, or contractors of MILL DISTRICT who do or may have direct interaction with students must undergo and pass the criminal history background check that is required of MCSD employees. The cost of such criminal history background check shall be paid by MILL DISTRICT or the individual volunteer or contractor.

3.5 Insurance

Throughout the term of this MOU and any subsequent agreement or contract entered into between the parties, MILL DISTRICT shall obtain and maintain in full force the following minimum insurance:

a. **Employer's Liability Insurance.** Employer’s Liability Insurance with limits of liability of not less than $1,000,000 for each accident/disease.

b. **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance, including contractual liability insurance, product and completed operations, Personal and advertising injury, and any other type of liability for which this MOU and any subsequent contract between the parties applies, with limits of liability of not less than $1,000,000 each occurrence / $3,000,000 annual aggregate for bodily injury and property damage. Comprehensive General Liability Insurance must be written on an "occurrence" form.

c. **Professional Errors and Omissions Insurance (E&O) - (For Professional Services).** Professional Errors and Omissions Insurance with limits of liability of not less than $3,000,000 each claim / annual aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy but carrying the same limits of liability. Such coverage shall insure damage caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this MOU or any subsequent contract entered into by the parties.

d. **Workers’ Compensation and Employers’ Liability.** Workers’ Compensation limits shall be at least the statutory limits and employers’ liability insurance, with limits of at least (1) $100,000.00 each Accident Bodily Injury by Accident; (2) $100,000.00 each Employee Bodily Injury by Disease; and (3) $500,000.00 Policy Limit Bodily Injury by Disease. Mill District, on behalf of itself and its Workers’ Compensation Insurance Company hereby waive, to the extent of any recovery under such insurance policy, any right of subrogation.
e. **Umbrella Liability Insurance.** Excess liability coverage above and in addition to the coverages set forth above in the amount of $5,000,000.00 per occurrence and aggregate.

MCSD shall be named as an additional insured for all insurance policies required under the MOU and any subsequent contract or agreement entered into by the parties.

An approved certificate of insurance evidencing the acquired insurance and the additional insured shall be provided to MCSD prior to the commencement of any activities or programs contemplated under this MOU. The required insurance shall not be cancelable, nonrenewable, reduced or materially changed without at least thirty (30) days advanced written notice to MCSD. Failure to request or obtain evidence of insurance shall not be construed as a waiver of MILL DISTRICT’s obligation to provide the required insurance. MCSD will provide evidence of its insurance to MILL DISTRICT upon request.

3.6 **Initial Term.**

The Initial Term of this MOU shall commence on July 1, 2019 and extend to and terminate absolutely and without further obligation on June 30, 2020 at which point any revisions or additions can be made before the MOU will be extended for additional one-calendar-year terms by verbal agreement of the parties prior to June 1st of each year, unless either party objects, in keeping with the terms of O.C.G.A. § 20-2-506.

3.7 **Termination.**

Either party may terminate this MOU and any subsequent contract or agreement between the parties for any reason, at any time without penalty with sixty (60) days advance written notice to the other party.

3.8 **Notices.**

All notices required under this MOU shall be in writing and shall be deemed to have been given on the next day by fax, email, or upon personal delivery, or in the (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addresses indicated below unless written notification of change of address shall have been given.

If to MCSD:

Dr. David Lewis  
Superintendent  
Muscogee County School District  
2960 Macon Road  
Columbus, Georgia 31906

If to MILL DISTRICT:

Mill District, Inc.

3.9 **Indemnification.**

MILL DISTRICT will agree to indemnify and defend MCSD against and hold MCSD and its employees, agents, and board members harmless from any liability, loss, damage, cost or expense, including attorney fees, based upon any claim, demand, suit or action by any person or entity with respect to any personal injury or death or property damages, from any cause whatsoever with respect to MILL DISTRICT, where the same arises out of the actions or omissions of MILL DISTRICT and any of its agents, employees, volunteers, board members, or other individuals acting on the behalf of the MILL DISTRICT, except for...
liability resulting from the willful acts or gross negligence of MCSD, its employees, agents or board members, to the fullest extent permitted by law.

3.10 Conformance.

The parties agree to amend the MOU, as well as any subsequent contract or agreement entered into between the parties, as appropriate to conform to any new or revised legislation, rules and regulations to which is subject now or in the future (collectively "Laws"). If within ninety (90) days of either party first providing written notice to the other of the need to amend the MOU terms to comply with Laws, the parties, acting in good faith, are i) unable to mutually agree upon and make amendments or alterations to the MOU to meet the requirements in question, or ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate the MOU upon thirty (30) days prior written notice.

3.11 Amendments.

Amendments to this MOU must be made in writing and signed by the legally authorized representatives of the parties hereto.

3.12 Parties' Mutual Intention.

This MOU sets forth mutual goals and approaches, and is not intended to create any rights, benefits, or other responsibilities, substantive or procedural, not is it enforceable by a party against either party; this agreement does not obligate the expenditure or reimbursement of any specific funds, and does not obligate either party to enter into any specific contractual obligation with any third party.

IN WITNESS WHEREOF, the parties have affixed their signatures through their authorized officials the day and year set forth above.

MILL DISTRICT, INC.

By: ______________________________
   Its: ______________________

Attest: __________________________
   Its: ______________________

(CORPORATE SEAL)

MUSCOGEE COUNTY SCHOOL DISTRICT

By: ______________________________
   Its: ______________________