



## MEMORANDUM OF UNDERSTANDING BETWEEN

### AL ÉXITO AND BELMOND-KLEMMER COMMUNITY SCHOOL DISTRICT

*Our Mission: Al Éxito accelerates Latinx youth's academic achievement and leadership capacity through transformative opportunities for youth, and their families, to fully participate and thrive in Iowa's communities.*

This Memorandum of Understanding (MOU) describes and confirms an agreement between Al Éxito (AÉ) and Local Education Agency (LEA) / Organization. The purpose of this MOU is to formalize and clarify expectations of this partnership.

AÉ strives to partner with LEAs and community agencies to provide: tutoring, mentoring, afterschool and academic enrichment opportunities, family engagement, and college experience and preparation that are aligned with the goals of AÉ.

LEA/ Organization Name:

Belmond-Klemme Community School District

Address: 303 East Main Street

Phone Number: 641-444-7912

Main Contact Name: Ckay Jensen

Email: ckay.jensen@bkcsd.org

#### AÉ Responsibilities

##### 1. AÉ will:

- a. Provide yearlong/ regularly scheduled, culturally relevant programs in a safe and supportive environment facilitated by qualified, trained, facilitator/s. AÉ Site Coordinator/Facilitator will collaborate/ provide the school year calendar at the time of MOU signing and serve as program main collaborator/representative throughout the school year. Program attendance is recorded and is available to partner upon request.
- b. Provide liability insurance for the program; background checks of contracted coordinators/facilitators and mentors; manage and archive parent/student authorized forms.
- c. Provide funding for program expenses/functions.
- d. Collaborate with LEA/Organization to increase Latino family engagement.
- e. Arrange and provide two interactive college experiences in guideline with the LEA regulations/policies. f. Be familiar with the [student school discipline policies](#) as well as the [personnel policies](#) that guide behavior of professionals in the schools.
- g. Promote LEA/ Organization in marketing materials and as sponsor for in-kind donations.

#### LEA/ Organization Responsibilities

1. MOUs must be completed yearly and submitted to the AÉ Site Coordinator/Facilitator to be archived in AÉ main office.
2. LEA/ Organization agrees to be listed as a partner/supporter for grant applications, program promotion and marketing.
3. LEA/ Organization will:

- a. Assign a representative that is the point-of-contact for AÉ Site coordinator/facilitator.  
LEA/Organization will identify students that the program aims to serve, assist with program recruitment and notify parents/guardians about the program including using data portal.
  - b. Provide a list of students served (first name, last name, date of birth, and/or student ID number) with the accompanying release to ensure accurate data.
  - c. Provide in-kind access to the school sites and space as necessary for activities/ meetings/ ect. Within and outside of school day, in collaboration with all school sponsored events.
  - d. Collaborate on college/ special program transportation and arrangements.
  - e. Provide access to all approved and requested student data by June 1<sup>st</sup> or another date, if otherwise agreed. Data requested includes:
    - i. Grade point average ,credits earned, standardized test scores and expected graduation date;
    - ii. School Attendance/ tardiness/ truancy/ office referral and suspension records;
    - iii. Individual or aggregate participation in English Language Learner/ Individual Education Plan/ Special Accommodations/ Talented and Gifted/ Free and Reduced Lunch Programs.
    - iv. Additional parent/student LEA survey data and all disaggregated student data.
4. LEA/ Organization will provide information on emergency procedures.

#### Disclaimer

AÉ Site Coordinator/Facilitator is not to be considered LEA/ Organization staff, and no joint venture has been established through any provision of this MOU, or any verbal discussions between the Parties to this MOU.

The Parties enter into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this MOU shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

#### Insurance Requirements (Case by case scenario)

The LEA/ Organization and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Organization's expense, insurance covering its work during the entire term of this MOU and any extensions or renewals. The Organization's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Organization's performance of this MOU regardless of the date the claim is filed or expiration of the policy.

Organization shall defend, indemnify, release, and hold AÉ from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of AÉ or any other entity or person.

#### Obligations Beyond MOU Term

This MOU shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this MOU. All obligations of AÉ and LEA/ Organization incurred or existing under this MOU as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this MOU.

#### Compliance with Applicable Laws and Regulations

This Agreement is intended to comply with the requirements of state and federal laws, regulations and rules, including but not limited to the Family Educational and Privacy Rights Act, 20 U.S.C. § 1232g and this Agreement is authorized pursuant to 20 U.S.C. § 1232g(b)(1)(F).

#### Amendments and Alterations to this Agreement

AÉ and LEA/ Organization may amend this Agreement by mutual consent, in writing, at any time. The Agreement

will be reviewed annually for renewal.

*Dawn Martinez Oropeza* \_\_\_\_\_ Al Exito Executive Director Dawn Martinez Oropeza Date 8/23/23

\_\_\_\_\_ LEA/ Organization Representative Ckay Jensen Date \_\_\_\_\_