

MEMORANDUM OF UNDERSTANDING BETWEEN BOARD MEMBER JASON BURNS AND OKEMOS PUBLIC SCHOOLS

This Memorandum of Understanding (“MOU”) is made between Okemos Public Schools (“OPS”), a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended and OPS Board Member Jason Burns (“Burns”) (collectively “the parties”).

WHEREAS, OPS sets out priorities, objectives, key performance indicators, and district responsibilities through its Strategic Plan, which is developed in consultation with the Board of Education, Administration, Teachers, Staff, Parent, and Community stakeholders;

WHEREAS, OPS seeks to make data-informed decisions about strategic planning and surveys from stakeholders are a valuable source of data;

WHEREAS, recent budgetary constraints have limited OPS’s ability to retain professional services related to strategic planning, including those related to developing, analyzing, and reporting results from school climate surveys;

WHEREAS, OPS Board Member Jason Burns is a research specialist at Michigan State University with credentials and experience relevant to gathering data to evaluate educational policy, school climate, and strategic planning and has volunteered to consult with OPS on these matters;

THEREFORE, the parties execute this MOU to memorialize the terms and scope of the agreement between them.

1. **Scope of Work.** Burns intends to perform tasks to support the development and implementation of a survey instrument(s) and analysis of the resulting survey data related to strategic planning, such as consulting with OPS Administration to develop survey instrument(s), programming the survey(s) into a survey platform, and assisting with analyzing data obtained from survey(s). The parties acknowledge that the scope of work may change and Burns is not obligated to perform any specific task.
2. **Consideration.** The parties acknowledge and agree that Burns is volunteering his time and expertise to support the development and implementation of a survey instrument and analysis of the resulting survey data as a benefit to OPS and for no direct personal benefit, either monetary or in-kind, to himself or his employer (current or future). The parties acknowledge and agree that Burns has no obligation to provide these services and has no expectation of payment or personal benefit for doing so.
3. **Term.** This MOU is in effect from the date it is fully executed through December 31, 2028 or the date Burns is no longer a member of the OPS Board of Education, whichever occurs first. Either party may terminate this MOU immediately with written notice to the other party.

4. **Confidentiality.** Burns acknowledges and agrees that for the purposes of this MOU, he is a “school official” subject to the Family Educational Rights and Privacy Act (“FERPA”) and that he will maintain the confidentiality of all personally identifiable information obtained from FERPA-protected records to which he has access, consistent with FERPA’s requirements.

Burns also agrees that he will not disclose personally identifiable student record information to any third party, including but not limited to his employer (current or future) or a software platform for which OPS does not hold the license, without prior written consent from the parent or guardian or the student if 18 years of age or older.

5. **Collective bargaining.** The parties acknowledges that nothing in this MOU contemplates or authorizes direct bargaining with OPS staff on any matter related to wages, hours, or term and conditions of employment.
6. **Liability and Indemnification.** To the extent permitted by law, and without engaging in any act that may cause a waiver of governmental immunity, the parties shall mutually indemnify and hold each other harmless from any losses sustained because of claims arising under this MOU caused by the other party’s negligence, actions or omissions.

Burns acknowledges and agrees that throughout the term of this MOU, he is required to comply with all OPS Board Policies, including but not limited to those related to Board member conduct.

7. **Legal Compliance.** Burns shall fully and promptly comply with all applicable federal, state, and local law, rules, regulations, ordinances, orders, and OPS policies.
8. **Non-Discrimination** Burns will not discriminate with respect to hire, assignment, or other terms or conditions of employment on the basis of race, color, sex, sexual orientation, gender identity or expression, religion, national origin, pregnancy, age, height, weight, disability, marital status, veteran status, genetic information or any other characteristic protected by state or federal law.
9. **Relationship of the Parties.** Nothing in this MOU will be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint ventures, or any other such relationship between the parties hereto. OPS will not fund liability or benefits, such as worker’s compensation or pension rights, for Burns.
10. **Severability.** If any term, covenant, or condition of this MOU or its application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this MOU shall remain in effect.
11. **Controlling law.** This MOU shall be governed and construed in accordance with Michigan law.

- 12. Entire Agreement.** This MOU is the parties' complete understanding regarding its subject matter. No covenants, promises, agreements, conditions or understanding, either oral or written, between the parties' exists other than those set out in this MOU and Board Policy.
- 13. Headings.** The headings used in this MOU are for convenience only and shall not alter the meaning.
- 14. Execution.** The parties may execute this MOU in duplicate or electronically transmitted counterparts. Copies of this MOU demonstrating all parties' execution constitute one Agreement.

Jason Burns
Board Member
Dated: _____

Tom Buffett
Board President
Dated: _____