

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ___ day of August 2019 by and between Lyceum Schools (“Lyceum”), a Louisiana non-profit corporation, and _____ (“Program Partner Organization” or “PPO”).

WHEREAS, LYCEUM has applied for, and plans to open and operate, a public charter school named the Delores Taylor Arthur School for Young Men (the “School”) in Orleans Parish in Louisiana, which School shall serve grades 9-12 and feature a data driven and diverse curriculum aligned with Louisiana State Standards; and

WHEREAS, Program Partner Organization seeks to provide certain programs or services to the School, as described in this MOU, to promote the mission of LYCEUM and to enable the School to be prepared to _____, because they were more engaged, motivated and disciplined in their academic endeavors at LYCEUM.

NOW THEREFORE, the parties hereby agree to the following:

1. Scope of Services: PPO shall provide the programs and services selected by LYCEUM from Exhibit A attached hereto. The programs and services may be modified from time to time by agreement in writing between LYCEUM and PPO. LYCEUM and PPO agree that they will conduct regular evaluations of the PPO’s provision of programs and services both informally and formally using an agreed evaluation instrument not less than semi-annually, in order to ensure maximum effectiveness of the programs and services. LYCEUM shall have the right, in its sole discretion, to interview and select individuals from PPO to provide the programs and services, based on its own criteria.
2. Performance Expectations: PPO acknowledges and agrees to LYCEUM’s performance expectations, which include without limitation the standards included on Exhibit A attached hereto. LYCEUM shall formally evaluate PPO not less than semi-annually using an established instrument to ensure PPO is meeting LYCEUM expectations in accordance with the goals of LYCEUM.
3. No Compensation for Services: Neither PPO nor its employees shall be compensated for the programs and services provided by PPO to LYCEUM, although LYCEUM may reimburse to PPO or its employees for any pre-approved out-of-pocket expenses.
4. Term: This Term of this Agreement shall be from the opening of the School by LYCEUM and continue through June 30, 2023. The Term shall automatically extend for consecutive one-year terms and may be terminated by either party by giving advance written notice.
5. Volunteer Status: PPO understands and agrees that it is not an agent or employee of LYCEUM or the School by virtue of this MOU. All employees or volunteers of PPO that have direct, daily contact with School students shall be subject to criminal background check requirements pursuant to LA-R.S. 17:3991(E)(5), to the same extent as employees of School.
6. Confidentiality and Non-Disclosure: PPO understands that personally identifiable information about a student that has not been otherwise deemed “directory information” pursuant to the federal Family Educational Rights Privacy Act or “FERPA” (20 U.S.C. 1232g *et seq.*) is confidential information and PPO agrees not to allow any unauthorized person access to confidential information and to take actions reasonably necessary and satisfactory to protect such confidential

information. LYCEUM designates PPO employees and volunteers as having a legitimate educational interest such that they are entitled to access to education records under FERPA.

7. Indemnification: Each party agrees to indemnify, defend and hold the other, their affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of the programs and services provided under this MOU.

ACCEPTED AND AGREED:
Lyceum Schools Inc.

ACCEPTED AND AGREED:

By: _____
Name: _____
Title: _____

-

By: _____
Name: _____
Title: _____

EXHIBIT A

PROGRAMS AND SERVICES; PERFORMANCE EXPECTATION

PPO shall provide the following Programs and Services to LYCEUM:

PPO acknowledges and agrees to the following Performance Expectations of LYCEUM:

- PPO shall comply with the policies and procedures of the School as specified in the faculty handbook.
- PPO volunteers shall attend training and orientation sessions provided by LYCEUM.
- All individuals providing the Programs and Services outlined above shall arrive at the school at least 10 minutes prior to the scheduled start time and shall be appropriately attired in business or business casual clothing.
- LYCEUM shall have the right to review lesson plans for all projects in advance of delivery. All content shall be age-appropriate.