MEMORANDUM OF UNDERSTANDING

THIRD-PARTY PARTNERSHIP TEMPLATE

Partner	[FULL LEGAL NAME AND ENTITY TYPE]
Program	[PARTNERSHIP/PROGRAM NAME]
Term	[START DATE] through [END DATE]
UCPS Lead	[NAME, TITLE, DEPARTMENT/SCHOOL]

Drafting note: Bracketed language must be completed, selected, revised, or deleted. Optional provisions should be retained only when applicable. Any exhibit incorporated into this MOU should be attached before signature.

This Memorandum of Understanding ("MOU") is entered into as of [EFFECTIVE DATE] by and between UNION COUNTY PUBLIC SCHOOLS (collectively, "UCPS"), and [FULL LEGAL NAME OF PARTNER], a [STATE AND ENTITY TYPE] ("Partner"). UCPS and Partner may each be referred to as a "Party" and collectively as the "Parties."

1. Purpose and Shared Objectives

The purpose of this MOU is to establish a cooperative framework through which the Parties will [DESCRIBE THE PROGRAM, SERVICES, OR SHARED OBJECTIVE]. The anticipated public and educational benefit is [DESCRIBE BENEFIT TO STUDENTS, STAFF, FAMILIES, SCHOOLS, OR COMMUNITY].

This MOU describes the Parties' present intentions and responsibilities. Except for provisions that by their nature create enforceable obligations—including confidentiality, data protection, intellectual property, indemnification to the extent permitted by law, insurance, records, compliance, and termination—this MOU does not guarantee any minimum level of participation, referrals, enrollment, revenue, or future work.

2. Scope of Partnership

Partner will provide the services, personnel, materials, and deliverables described in Exhibit A (Scope of Work and Implementation Plan). Activities outside that scope require prior written approval from the assigned UCPS Lead and, when material, a written amendment signed by authorized representatives of both Parties.

The partnership will serve [ELIGIBLE PARTICIPANTS/SCHOOLS] at [LOCATIONS] during [DATES/TIMES]. Participation by students or families is [VOLUNTARY/REQUIRED AS PART OF AN EDUCATIONAL PROGRAM], subject to applicable law and Union County Board of Education Policy.

3. UCPS Responsibilities

- Designate a UCPS Lead to coordinate implementation and monitor performance.
- Provide reasonable access to agreed locations, information, or personnel, subject to school operations, safety requirements, confidentiality restrictions, and applicable law.
- Communicate applicable UCPS procedures and site-specific requirements to Partner.
- Perform the additional responsibilities identified in Exhibit A.

4. Partner Responsibilities

- Provide qualified, properly trained, and adequately supervised personnel and all resources assigned to Partner in Exhibit A.
- Perform services professionally, safely, and in accordance with applicable law, licensure standards, this MOU, Union County Board of Education Policy, and UCPS directives.
- Promptly notify UCPS Lead of safety concerns, complaints, suspected misconduct, data incidents, material service disruptions, conflicts of interest, or circumstances that may affect Partner's fitness or ability to perform.
- Maintain accurate program, attendance, incident, and outcome records as appropriate, without collecting information beyond what is necessary and authorized.
- Obtain UCPS's prior written approval before materially changing personnel, curriculum, services, locations, schedules, technology, subcontractors, or participant-facing materials.

5. Governance and Points of Contact

UCPS Lead: [NAME, TITLE, EMAIL, PHONE]. Partner Program Lead: [NAME, TITLE, EMAIL, PHONE]. Operational communications may occur through these contacts; however, neither contact may amend this MOU unless separately authorized to do so.

The Parties will meet [CADENCE] to review implementation, safety, participation, deliverables, concerns, and outcomes. Partner will provide [REPORTS/DASHBOARD/DELIVERABLES] by [DEADLINES].

6. Term; Renewal; No Continuing Obligation

This MOU begins on [START DATE] and expires on [END DATE], unless earlier terminated. It does not renew automatically. Any renewal must be in a written instrument signed by authorized representatives of both Parties.

All UCPS obligations are subject to the availability and lawful appropriation of funds and resources. Nothing in this MOU obligates UCPS beyond the current fiscal year or requires UCPS to request or obtain future appropriations.

7. Financial Terms and Property

[SELECT ONE: (a) No funds will be exchanged; each Party bears its own costs. (b) Financial obligations are stated in Exhibit B (Budget and Payment Terms).] Partner may not charge students, families, or UCPS personnel; solicit donations; sell goods or services; or incur obligations in UCPS's name unless UCPS expressly authorizes the activity in writing.

Title to equipment or materials purchased or supplied under this MOU will be allocated as follows: [DESCRIBE]. Partner may not remove, encumber, dispose of, or repurpose UCPS property.

[OPTIONAL — Grants or Restricted Funds] Funds must be used only for the approved purpose and in accordance with all grant terms. Partner will maintain supporting records and return unspent or disallowed funds as required by Exhibit B.

8. Student Access, Supervision, and Boundaries

Partner personnel will have only the student contact and site access necessary to perform the approved services. UCPS retains authority over school operations, student placement, instruction, discipline, safety, and educational decisions. Partner may not remove a student from an approved location, transport a student, communicate privately with a student outside approved channels, photograph or record a student, or arrange off-site or one-to-one contact unless specifically authorized in Exhibit A and supported by required consent and safeguards.

Partner will follow UCPS visitor, sign-in, identification, emergency, technology, anti-harassment, nondiscrimination, student conduct, and employee-direction requirements. UCPS may deny or revoke access for any individual when UCPS determines access is inconsistent with safety, operations, policy, or the interests of students.

9. Screening, Training, and Personnel

Before any Partner representative has direct or potentially unsupervised contact with students, Partner will complete all background checks, sex-offender registry checks, credential verification, training, and other screening required by law, Union County Board of Education Policy, or UCPS directive. Partner will provide written certification of compliance upon request.

Partner is solely responsible for recruiting, selecting, directing, compensating, supervising, evaluating, and disciplining its personnel and volunteers. Partner will promptly remove and replace any individual at UCPS's request. Partner will not use subcontractors without UCPS's prior written approval; approved subcontractors remain Partner's responsibility and must be bound to obligations at least as protective as this MOU.

10. Mandatory Reporting and Safety

Nothing in this MOU alters any person's duty to report suspected child abuse, neglect, dependency, or other reportable conduct. Partner will ensure its personnel understand applicable reporting duties and will immediately notify the appropriate governmental authority when required. Partner will also promptly notify the UCPS Lead of any safety or welfare concern to the extent legally permissible; notification to UCPS does not substitute for a legally required report.

Partner will follow UCPS emergency procedures. Partner will not provide medical, behavioral-health, counseling, diagnostic, or other regulated services unless expressly included in Exhibit A and furnished by appropriately licensed personnel within their lawful scope of practice.

11. Nondiscrimination; Accessibility; Religious and Political Neutrality

The Parties will comply with applicable federal and state nondiscrimination laws. Partner will provide services without unlawful discrimination or harassment and will make reasonable modifications and provide effective access as required by law.

Partner will not use access obtained through this partnership for partisan political activity, proselytizing, religious instruction, or coercive religious activity. This limitation does not prohibit constitutionally protected expression or a program expressly reviewed and approved by UCPS as legally permissible.

12. Confidentiality; Student Records; Data Minimization

Partner will protect personally identifiable information and confidential information obtained through the partnership and will use it solely to perform this MOU. Partner may access education records only when UCPS determines and documents a lawful basis under the Family Educational Rights and Privacy Act (FERPA) and other applicable law. If Partner is treated as a school official, Partner will remain under UCPS's direct control regarding the use and maintenance of education records, use records only for the authorized purpose, and not redisclose them except as permitted by law and UCPS.

Partner will collect, access, create, retain, and disclose only the minimum information necessary. Partner will not sell, monetize, profile, advertise to, or use student or staff data to train artificial-intelligence models or improve unrelated products. Partner will not combine UCPS data with other datasets except as expressly authorized in writing.

[OPTIONAL — Data-Sharing Agreement Required] Before any exchange of personally identifiable or sensitive data, the Parties will execute a data-sharing and security addendum addressing data elements, authority, purpose, access controls, storage location, subprocessors, incident response, retention, deletion, audit rights, and return or destruction.

13. Information Security and Incident Response

Partner will maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the information, including access controls, multifactor authentication where appropriate, encryption in transit and at rest, secure backups, workforce training, vulnerability management, and documented incident-response procedures.

Partner will notify UCPS at [SECURITY CONTACT/EMAIL] without unreasonable delay and no later than [24] hours after discovering any actual or suspected unauthorized access, disclosure, loss, alteration, or unavailability involving UCPS information or systems. Partner will preserve evidence, mitigate harm, cooperate with investigation and legally required notices, and bear incident-related costs to the extent the incident resulted from Partner's acts or omissions. Partner will not notify affected persons or regulators on UCPS's behalf without prior coordination unless law requires otherwise.

14. Technology and Artificial Intelligence

Partner may only introduce and utilize software, online services, devices, automated decision tools, or artificial-intelligence systems only after UCPS's prior written approval and completion of applicable privacy, security, accessibility, instructional, and procurement review. Partner will disclose material automated functions and all data used by or generated through those functions.

No automated system may make a final decision concerning student eligibility, grading, discipline, services, risk, or placement. Partner will provide meaningful human review, error correction, and an explanation of material outputs when requested.

15. Consent; Communications; Media and Publicity

Partner is responsible for obtaining any consent assigned to it in Exhibit A; UCPS is responsible only for consent expressly assigned to UCPS. Consent forms and participant-facing communications must receive UCPS approval before distribution.

Neither Party may use the other Party's name, logo, marks, student work, photographs, recordings, testimonials, or statements implying endorsement without prior written approval. Partner will refer media

inquiries concerning UCPS, students, or school operations to UCPS Communications. Public announcements about the partnership require advance coordination.

16. Intellectual Property and Work Product

Each Party retains ownership of intellectual property it owned or developed independently of this MOU. Ownership and permitted use of jointly developed or specially commissioned materials will be stated in Exhibit C. Unless otherwise stated, Partner grants UCPS a perpetual, nonexclusive, royalty-free license to use, reproduce, adapt, display, and distribute deliverables created specifically for UCPS for UCPS's educational and operational purposes.

Partner represents that materials it provides or uses do not unlawfully infringe third-party rights and that it has secured all necessary permissions and licenses.

17. Facilities and District Resources

Any use of UCPS facilities, equipment, networks, transportation, food service, or other resources is subject to availability, Union County Board of Education Policy, site rules, and any required separate agreement or fee. UCPS may change or cancel access because of school needs, emergencies, weather, safety concerns, or operational demands without liability for consequential costs.

Partner will leave facilities in substantially the condition received, promptly report damage, and be responsible for damage caused by its personnel, participants, or activities, ordinary wear excepted.

18. Records; Audit; Public Records

Partner will maintain complete records supporting performance, expenditures, screening, training, consents, and required reports for ten years after expiration, or longer if required by law or funding terms. Upon reasonable notice, UCPS may inspect records relevant to this MOU, subject to lawful confidentiality restrictions.

UCPS is a North Carolina public body and records in its custody may be subject to the North Carolina Public Records Act. UCPS will determine its disclosure obligations. Partner will identify information it believes is confidential or proprietary but understands that such designation does not control UCPS's legal duties. Partner will promptly assist UCPS in responding to lawful requests, subpoenas, audits, or investigations.

19. Compliance with Law and Union County Board of Education Policy

Each Party will comply with laws and regulations applicable to its performance. Partner will also comply with applicable Union County Board of Education policies and procedures communicated or made available to it, including requirements concerning safety, student protection, confidentiality, acceptable technology use, nondiscrimination, and access to school property.

If a legal or policy requirement conflicts with this MOU, the legal or policy requirement controls, and the Parties will cooperate in good faith to amend or discontinue the affected activity.

20. Insurance

During the term and for any additional period reasonably necessary to cover claims arising from its performance, Partner will maintain insurance appropriate to its activities with insurers authorized to do business in North Carolina. Unless UCPS approves different limits in writing, coverage will include at a minimum: commercial general liability of at least $1,000,000 per occurrence/$2,000,000 aggregate;

automobile liability of at least $1,000,000 combined single limit when vehicles are used; workers' compensation as required by law and employers' liability of at least $500,000; professional liability of at least $1,000,000 when professional services are provided; and cyber/privacy liability of at least $1,000,000 when Partner handles confidential or personal information.

Upon request, Partner will provide certificates of insurance and endorsements naming the Union County Board of Education and Union County Public Schools and their officers, employees, and agents as additional insureds on applicable liability policies. Coverage will be primary and noncontributory to the extent commercially available. Partner will provide advance notice of cancellation or material reduction to the extent available under the policy.

[OPTIONAL — Modify Limits] Adjust insurance types and limits with Risk Management based on the activities, student contact, transportation, professional services, data access, and facility use involved.

21. Responsibility for Claims; No Waiver

To the fullest extent permitted by North Carolina law, Partner will defend, indemnify, and hold harmless the Union County Board of Education, UCPS, and their officers, employees, and agents from third-party claims, damages, liabilities, judgments, and reasonable costs arising from Partner's breach, negligence, misconduct, infringement, data incident, or acts or omissions of Partner personnel (including volunteers) or subcontractors.

Nothing in this MOU waives or limits governmental immunity, sovereign immunity, qualified immunity, statutory defenses, limitations of liability, or any other immunity or defense available to UCPS, the Board, or their officers, employees, or agents. No provision will be construed as an agreement by UCPS to indemnify another person or entity except to the extent expressly authorized by North Carolina law.

22. Independent Parties; No Endorsement or Exclusivity

The Parties are independent entities. Nothing creates an employment, agency, joint venture, partnership in the legal sense, fiduciary, franchise, or representative relationship. Partner and its personnel are not UCPS employees and are not eligible for UCPS compensation or benefits. Neither Party may bind the other.

This arrangement is nonexclusive and does not constitute UCPS endorsement of Partner or its products, beliefs, or services. UCPS may enter similar arrangements with others. Partner may not represent that it is UCPS's exclusive, preferred, certified, or official provider without express written authorization.

23. Conflicts of Interest; Gifts; Ethical Conduct

Partner will disclose actual or potential conflicts of interest, including financial or personal relationships with Union County Board of Education or UCPS officials or employees connected to this MOU. Partner will not offer or provide gifts, compensation, favors, or benefits intended to influence an official decision and will comply with applicable ethics, procurement, and lobbying laws and UCPS policies.

24. Suspension and Termination

Either Party may terminate this MOU without cause upon thirty (30) days' written notice. UCPS may immediately suspend activities or terminate this MOU for safety concerns; suspected misconduct; loss of funding; breach of confidentiality or security; legal or policy noncompliance; material breach; failure to maintain insurance, credentials, or screening; operational necessity; or conduct UCPS reasonably determines may harm students, staff, school operations, or public trust.

Upon expiration, suspension, or termination, Partner will stop representing an affiliation with UCPS; return UCPS property; provide any transition assistance reasonably requested; account for funds; and return or securely destroy UCPS confidential information as directed, subject to lawful retention requirements. Provisions intended by their nature to survive will remain effective.

25. Dispute Resolution; Governing Law; Venue

The Parties will first attempt in good faith to resolve disputes through their designated representatives and, if unresolved, through senior officials authorized to settle the matter. This process does not prevent UCPS from taking immediate action to protect students, information, property, or operations.

North Carolina law governs without regard to conflict-of-law rules. Exclusive venue for any action will lie in the state courts located in Union County, North Carolina, or, when federal jurisdiction exists, the federal court serving Union County. Nothing requires UCPS to submit to binding arbitration or waive a jury trial unless separately and lawfully approved in writing.

26. Notices

Formal notices must be in writing and delivered by personal delivery, nationally recognized overnight service, certified mail (return receipt requested), or email with confirmation of receipt to the addresses below. Notice is effective upon confirmed receipt.

	UCPS	**Partner**
Attention	UCPS Lead / [CONTRACT ADMINISTRATOR]	[NAME/TITLE]
Address/Email	Union County Public Schools, [ADDRESS/ [EMAIL]	[ADDRESS/EMAIL]

27. General Terms

- Entire agreement. This MOU and its exhibits constitute the entire understanding concerning the subject and supersede prior discussions or representations.
- Amendment. Any amendment must be written and signed by authorized representatives of both Parties.
- Assignment. Partner may not assign, delegate, or transfer this MOU without UCPS's prior written consent.
- Order of precedence. If documents conflict, the order is: signed amendment; this MOU; UCPS-approved addenda; exhibits, unless a document expressly states otherwise.
- Severability. An invalid provision will be limited or severed to the minimum extent necessary without affecting the remainder.
- No waiver. Failure to enforce a provision is not a waiver. A waiver must be written and applies only to the specified instance.
- Counterparts and electronic signatures. This MOU may be signed in counterparts and by lawful electronic signature, each treated as an original.
- Authority. Each signer represents that the signer is authorized to bind the identified Party.

28. Signatures

The Parties, through their duly authorized representatives, execute this MOU as of the Effective Date.

UNION COUNTY PUBLIC SCHOOLS	[PARTNER LEGAL NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A — SCOPE OF WORK AND IMPLEMENTATION PLAN

Topic	Agreed Details
Program description	[Concise description of services and intended outcomes]
Participants	[Eligibility, estimated number, recruitment/referral method, voluntary status]
Locations and schedule	[Schools/sites, dates, hours, calendar exceptions]
Partner deliverables	[Services, staffing, materials, reports, milestones]
UCPS contributions	[Space, staff liaison, equipment, communications, data]
Student contact and supervision	[Group size, adult-to-student ratios, one-to-one contact, communications boundaries]
Transportation	[None / detailed responsibilities, driver and vehicle requirements, consent]
Consent and notices	[Responsible Party, form approval, languages, opt-out process]
Data	[Elements, lawful basis, transfer method, access, retention, deletion; attach addendum]
Technology/AI	[Tools, automated functions, data flows, approvals, human review]
Safety and emergency plan	[Site procedures, incident reporting, medication/medical limitations]
Success measures	[Outputs, outcomes, feedback, reporting cadence]
Closeout	[Records, property, final report, data return/destruction]

EXHIBIT B — BUDGET AND PAYMENT TERMS (IF APPLICABLE)

Total not-to-exceed amount: [AMOUNT]

Payment structure and milestones: [DETAILS]

Allowable and unallowable costs: [DETAILS]

Invoice requirements and submission address: [DETAILS]

Funding source and restrictions: [DETAILS]

Equipment ownership and disposition: [DETAILS]

Refund, repayment, and closeout terms: [DETAILS]

No payment is due unless authorized by this MOU, supported by a proper invoice and required documentation, and accepted by UCPS. Payment does not waive UCPS's right to question or recover improper charges.

EXHIBIT C — OPTIONAL MODULE CHECKLIST

Attach and incorporate each module required for the specific partnership:

☐ Data-Sharing and Security Addendum

☐ Transportation Addendum

☐ Research or Program Evaluation Protocol

☐ Grant-Funded Program Requirements

☐ Intellectual Property / Curriculum License

☐ Media Release / Communications Plan

☐ Insurance Variance Approval

☐ Other: _____

UCPS INTERNAL REVIEW CHECKLIST — NOT PART OF THE EXECUTED MOU

- ☐ Partner's exact legal name, entity type, authority, and good standing verified
- ☐ Business owner/department and UCPS Lead identified
- ☐ Educational or operational purpose and measurable benefit, as well as connection to the current strategic plan documented
- ☐ Procurement requirements and funding source confirmed (if applicable)
- ☐ Student access, supervision, communication boundaries, and transportation reviewed
- ☐ Background screening, credentials, and mandatory-reporting training confirmed
- ☐ FERPA/data-sharing basis and privacy/security review completed
- ☐ Technology, accessibility, and AI review completed (where applicable)
- ☐ Facilities, safety, emergency, and insurance requirements reviewed
- ☐ Consent, publicity, logo, fundraising, and solicitation terms reviewed
- ☐ Conflicts of interest and exclusivity/endorsement concerns addressed
- ☐ All exhibits complete and consistent with the MOU
- ☐ Office of General Counsel approval obtained
- ☐ Authorized signatories confirmed; fully executed copy retained