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# Memorandum of Understanding (MOU)

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Building Collaboration Between  
PARTNER 1  
And  
PARTNER 2  
For Adult Learner Parents

# MEMORANDUM OF UNDERSTANDING (MOU)

This document represents an agreement between

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**PARTNER 1**

and

**PARTNER 2**

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## PARTNER PROGRAM DESCRIPTION, SCOPE OF PRACTICE, PHILOSOPHY

### PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of the PARTNER facilities to teach Adult Education classes. PARTNER 1 acting by and through Adult Education wishes to collaborate with PARTNER 2 to increase access of ABE/GED/ESL classes to Adult Learners (parents). Adult Education classes could facilitate increased parental presence in the school and enhanced relationships with teachers and school personnel.

### PRINCIPAL CONTACTS:

**PARTNER 1**  
CONTACT  
LOCATION  
ADDRESS  
CITY, STATE ZIP  
PHONE

**PARTNER 2**  
CONTACT  
LOCATION  
ADDRESS  
CITY, STATE ZIP  
PHONE

### RESPONSIBILITIES

**PARTNER 1** shall undertake the following activities:

- Provide adequate classroom space for adult learning.
- Provide adequate storage space for instructional supplies materials.
- Conduct the screening of adult learners in accordance with PARTNER 1 policies.
- Market Waubensee Adult Education instructional services to PARTNER 1 parents.

**PARTNER 2** shall undertake the following activities:

- Hire and supervise Adult Education Faculty
- Register, pre and post-test students in accordance with ICCB grant stipulations
- Coordinate and communicate the class schedule with school partner (s)

## **OBLIGATIONS OF PARTNER 1**

- To make facilities available for adult instruction at select PARTNER 1 schools.
- To provide a staff member to support this agreement.
- To instruct each adult learner to follow the administrative policies, standards, and practices of the PARTNER 2 Adult Education program.

## **OBLIGATION OF PARTNER 2**

- To provide faculty/staff members to support the agreement.
- To work with PARTNER 1 authorities to make plans for the use of PARTNER 1 facilities for instruction.
- To instruct each student to follow the administrative policies, standards, and practices of PARTNER 1.

## **JOINT RESPONSIBILITIES**

- To cooperate in the development of experiences for Adult Learner
- To foster an atmosphere conducive for freedom in working together by:
  - Mutual exchange of information and planning
  - Freedom to schedule joint planning meetings by either **PARTNER 1** or the **CONTACT PERSON**.
- To not discriminate on the basis of race, color, religion, sex, age, national origin, veteran's status, marital status, disability or any other characteristic protected by law in its programs and activities.

## **FUNDING**

N/A

## **INDEMNIFICATION**

The PARTNER 1 shall indemnify and hold harmless **PARTNER 2** and its officers, directors, stockholder (and officers and directors thereof), employees and agents from and against any and all costs, expenses, damages, or losses of any kind (including reasonable attorney's fees) (collectively, "Damages") arising from or in connection with any acts or omissions by the **PARTNER 1** or any student or faculty member participating in the program, unless such Damages resulted solely from the gross negligence, bad faith, or wilful misconduct of the **PARTNER 2** .

**PARTNER 2** agrees to indemnify and hold harmless PARTNER 1 from any and all claims arising out of the **PARTNER 1'S** normal and incidental use of the **PARTNER 2** and from any and all claims arising out of the negligent acts of PARTNER 2 , its officers, employees and agents, or through the use of faulty equipment or services provided by PARTNER 2 .

## **ADDITIONAL COMMENTS**

This agreement shall be governed by the laws of the State of Illinois.

Any modification of this Agreement shall be effective only if it is in writing and signed by all parties to the Agreement.

Notices shall be considered effective when delivered in person at, or when deposited in the United States mail, postage prepaid, and addressed to the respective principals:

**TERMS OF AGREEMENT**

This agreement shall remain in full force and effect for a period of \_\_\_\_\_

\_\_\_\_\_ to \_\_\_\_\_  
Beginning Date Ending Date

Either party, prior to the expiration of the original term or the expiration of any subsequent annual term, may terminate the agreement by giving 30 days notice in writing to the other party. It may be terminated at any time by the mutual agreement of the parties.

This MOU shall be effective upon the signature of both parties' authorized officials.

**PARTNER 1**

\_\_\_\_\_  
Name Title Date

**PARTNER 2**

\_\_\_\_\_  
Name Title Date