

MEMORANDUM OF UNDERSTANDING

BETWEEN

[SCHOOL CORPORATION]

AND

[OPERATING ENTITY]

This Agreement is entered into by and between [School Corporation] and [Operating Entity] (collectively “Parties”).

In consideration of the mutual promises contained herein, **the Parties agree as follows:**

Section 1. Purpose of Agreement

The Parties enter this Agreement to facilitate operation of the School Corporation’s school-age child care program, commonly referred to as a latch key program, in accordance with I.C. 20-26-5-2, in order to meet the needs of families engaging in e-learning within the community during the COVID-19 public health emergency. The School Corporation is offering e-learning only during at least a portion of the academic year, and is offering its latch key program as a safe space for virtual learning. Operating Entity has offered to collaborate with the School Corporation on the operation and administration of its latch key program.

Section 2. Consideration and Costs.

[complete as applicable]

Section 3. Length of Agreement

This DSA is effective from _____ to _____.

Section 4. Operating Entity Responsibilities.

The Operating Entity agrees to the following:

- a. Provide a safe, secure space for e-learning for all enrolled students;
- b. Said space will allow for compliance with all social distancing and sanitization guidelines as recommended by the federal Centers for Disease Control, Indiana State Department of Health, and Indiana Department of Education, as applicable;
- c. Provide adequate internet access for student use for e-learning;
- d. Provide staffing at a ratio of [] in order to ensure appropriate care and supervision of students while on site;
- e. Ensure all staff are qualified to provide said care and supervision;

- f. Provide staff that will offer enrichment activities to students before and after their virtual learning class day;
- g. Provide food for students consisting of meals and snack options as appropriate during hours of operation;
- h. Handle the registration for the program;
- i. Provide the software and staff to check students in and out of the program.

Section 5. School Corporation Responsibilities.

The School Corporation agrees to the following:

- a. Provide oversight of Operating Entity’s compliance with latch key program requirements, and immediately address noncompliance issues as they arise;
- b. Provide to Operating Entity a written policy that addresses compliance with certain standards of reasonable care for children served by the program;
- c. Provide technical support to students in the e-learning environment.

Section 6. Liability.

The School Corporation is responsible for the latch key program pursuant to I.C. 20-26-5-2 and shall provide appropriate oversight of Operating Entity and the program. Operating Entity is responsible for ensuring it is in compliance with all Department of Education guidelines and school corporation guidelines for latch key program/school age child care programs.

Section 7. Insurance Requirements.

Pursuant to I.C. 20-26-5-2(b)(1), Operating Entity shall obtain liability insurance at a level specified by the School Corporation.

[Add any necessary or appropriate state or local “boilerplate” provisions]

[SCHOOL CORPORATION]

[OPERATING ENTITY]

By: _____

By: _____

Date: _____

Date: _____

[additional signators may be added as necessary under state or local law]