**Note:** This is a draft/sample MOU. Some sections are filled in to give examples of wording, while others are headers of sections likely to be discussed and agreed upon between parties.
It is expected that each school district and property owner will have existing text from
pre-approved MOUs that can be incorporated into this document. Consider this more of a template rather than a filled-in final version.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OUTDOOR LEARNING COLLABORATION**

**MEMORANDUM OF UNDERSTANDING**

(Name of Unified School District) AND (Name of Property Owner)

OUTDOOR LEARNING COLLABORATION

This AGREEMENT is made and entered into as of this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by the (Name of District), hereinafter called (“District abbreviation”) and the (Name of Property Owner), hereinafter called (“Property Owner abbreviation”).

(BACKGROUND, RECITALS, WITNESSETH)

WHEREAS, the Parties wish to collaborate to provide outdoor learning for students in the
(City, County, School District) of (entity name) in the State of (Name); and

WHEREAS, the purpose of the collaboration is to provide a safe outdoor environment
for academic achievement and physical and mental health benefits; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between (District) and the (Property Owner) is necessary; and

WHEREAS, the COVID-19 pandemic has dramatically decreased in-person instruction across the country, in an effort to provide safer in-person learning opportunities in some communities where outside-the-box thinking allows; and

WHEREAS, the COVID-19 pandemic has exacerbated disparities in access to quality education in disinvested communities, including systemically under-resourced and BIPOC (Black, Indigenous, People of Color) communities; and

NOW, THEREFORE, in consideration of the promises herein, (District) and (Property Owner) agree as follows:

1. USE OF PROPERTY (Property Owner)
	1. Park Fees (permit fee, access fee, maintenance fees, and so on) and policies … where users instruct staff on location’s use policies and can limit access for natural resource considerations
	2. Change or improvement of property, i.e., temporary or permanent-type fences, restrooms, storage, ADA considerations …
	3. Scheduling
		1. Possible community conflict and posting notification …
		2. Set up and take down for school areas
		3. Specific days and times
	4. Enforcement (Rules, Regulations and Policies) Can either party restrict the use of the Right of Way by others?
		1. Parties can be subject to enforcement of [local municipal] laws, rules, and regulations of the area and the property.
	5. Property Damage Clause
2. MAINTENANCE AND CLEANING

*Refer to the* [*Property Manager Guidance*](https://bit.ly/PropertyGuidance21) *document for additional considerations around maintenance, property damage, emergency preparedness and permits.*

* 1. Mowing and watering schedule
	2. Restroom cleaning (if portables are not utilized)
		1. If portables used … fees!
	3. Pack in and pack out
	4. Storage of items … who takes out and puts away daily
	5. Temporary storage structures
	6. Cleaning of site area
	7. Remediation clause for excessive-use damage by students over long period time
1. OUTDOOR LEARNING PARAMETERS
	1. Security
	2. Supervision of students before and after school … Out of School Time (OST) ... can parks education help provide this?
	3. Supervision during school
	4. Staff requirements: If park staff are in the area, do they need to have a background check? …. park volunteers and others
	5. Transportation to/from schools/parks (public transit, school buses,
	walking, parents)
2. INDEMNIFICATION AND HOLD HARMLESS

Each party shall defend, indemnify, and save and hold harmless from liability the other party, its officers, agents, representatives, employees, or volunteers while acting as such from all damages, claims, losses, costs, and expenses including, but not limited to, any liability for damage to property or injury or death of any person arising at any time out of or in any way related to the use or occupancy of all facilities and/or properties utilized for purposes of effecting this agreement, save and except such matters that arise from either party’s gross negligence or willful misconduct. The defense and indemnification obligations set forth herein shall survive the termination of this Agreement.

1. INSURANCE
	1. Workers’ Compensation
	2. General Liability Insurance
	3. Certificate of Insurance
	4. Endorsements
	5. Self-Insured
2. DISPUTE RESOLUTION
	1. Mitigating conflicts with existing contracts
	2. Public Usage
3. NOTICES

All notices or other communication required or permitted by this Agreement shall be in writing and addressed as follows:

School District:

(Address)

          Property Owner:

          (Address)

1. TERM AND TERMINATION

This Agreement shall be effective as of the date first written above and shall remain in effect through the current school year, with the option to amend and renew as both parties agree, unless either party terminates this Agreement, with or without cause, by providing written notice thereof to the other party at least thirty (30) days prior to the desired termination date. To further facilitate communication between the (Property Owner) and (District), there will be a monthly meeting to review and evaluate this Agreement. If during the evaluation it is determined that an adjustment to one or more of the terms of the Agreement may be warranted, the (District Staff) and (Property Owner Staff) or their designated representatives may negotiate and prepare an amendment to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, effective as of day and year first above written.

ATTEST:                                                 Property Owner Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_             By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                                            Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST:                                                 School District Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_              By:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                                            Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_