

1 **Section 1.** The City Manager is authorized to enter into an MOU with the Little Rock School District
2 for the Fiscal Year 2023 for the sustainable implementation of the Community School Model.

3 **Section 2.** For Fiscal Year 2023, the City and the District shall each provide the sum of Five
4 Hundred Thousand Dollars (\$500,000.00) and shall be known as “Total Agreement Funding.” Such
5 funding can come either in the form of budgeted funds, salary and benefits for employees dedicated to
6 Community Schools Programs or the cost of programs that fulfill pillars of the Community School
7 Model. The MOU is attached to this resolution as Exhibit “A”.

8 **Section 3. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or
9 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
10 adjudication shall not affect the remaining portions of the resolution which shall remain in full force and
11 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
12 resolution.

13 **Section 4. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent
14 with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

15 **ADOPTED: May 2, 2023**

16 **ATTEST:**

APPROVED:

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18 _____
19 **Susan Langley, City Clerk**

_____ **Frank Scott, Jr., Mayor**

20 **APPROVED AS TO LEGAL FORM:**

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23 **Thomas M. Carpenter, City Attorney**

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1 **Exhibit A**

2 **Memorandum of Understanding Between the Little Rock School District and the City of Little**
3 **Rock for Sustainable Implementation of the Community School Model**

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5 This Memorandum of Understanding (“MOU”) is entered into as of the date executed below by the last
6 signatory party ("Effective Date"), by and between CITY OF LITTLE ROCK, ARKANSAS (“City”),
7 whose primary address is 500 West Markham Street, Little Rock, AR, 72201 and the LITTLE ROCK
8 SCHOOL DISTRICT (“District”) whose primary address is 810 West Markham Street, Little Rock, AR,
9 72201 (collectively “Participants”).

10 **RECITALS**

- 11 1) The Community School Model includes the following four (4) pillars when faithfully implemented: a)
12 the creation of integrated student support services individualized to students’ needs; b) the expansion
13 of high-quality out of school learning opportunities for students; c) the promotion of active family and
14 community engagement with schools operating as community “hubs” for those activities; and, d) the
15 development of a collaborative, trusting leadership of the schools that incorporates school leaders,
16 teachers, parents, and community members.
- 17 2) When faithfully implemented, the Community School Model has shown empirical evidence for
18 success in terms of reduction of absenteeism rates, reduction of in-school disciplinary infractions, and
19 improved academic achievement.
- 20 3) A vibrant partnership between a School District and community partners, including a City
21 Government, is essential for sustainable implementation and growth of the Community School
22 Model.
- 23 4) The City committed as part of the debate over “reconstitution” of the Little Rock School District
24 following five years of state control to invest in the Community Schools Model as a tangible sign of
25 the community’s commitment to the improvement of the District, which was followed by a budget
26 vote by the Little Rock City Board of Directors to provide initial funding for key programmatic
27 elements of the Community School Model in partnership with the District.
- 28 5) The District has similarly shown commitment towards the creation of a partnership through funding
29 the salary and benefits for Community School Coordinators for the initial four schools to pilot the
30 Community School Model in the District.

31 **ARTICLE I**

32 **ADMINISTRATION AND ORGANIZATION**

- 33 1. **No Joint Entity:** No separate legal or administrative entity is created under this MOU. The City and
34 the LRSD desire to informally collaborate and cooperate regarding this educational and community
35 service endeavor.

- 1 2. **Educational and Community Service Endeavor:** It is expressly understood and agreed that
2 nothing in this MOU is intended and nothing shall be construed to create an employer-employee,
3 partnership, joint venture, or other type of relationship, whether under State or Federal Law. The
4 Participants agree that the City shall carry no Workers' Compensation Insurance, Health or Accident
5 Insurance to cover any District employee. The City shall not pay any contribution to Social Security,
6 Unemployment Insurance, Federal or State Withholding Taxes, nor shall the City provide any other
7 contributions or benefits which might otherwise be expected in an employer-employee relationship, it
8 being specifically agreed that District employees are not employees of the City of Little Rock.
- 9 3. **Agreement Duration:** The term of this MOU shall commence on the Effective Date and shall
10 continue in effect until terminated as provided herein.
- 11 4. **Termination; Wind-Up:** This MOU may be terminated by either Participant by resolution or
12 ordinance adopted by the Participant's governing body and notice to the other Participant at least
13 three (3) months prior to the commencement of the last fiscal year for which this MOU shall be
14 in effect. Upon termination of the MOU, all property of LRSD or the City used in pursuance of
15 the purposes and programs and other cooperative undertakings under this MOU shall remain the
16 property of the LRSD or the City, respectively.

17 **ARTICLE II**

18 **FUNDING AND FINANCES**

- 19 1. **Funding; General:** For Fiscal Year 2023, each Participant shall provide the sum of Five Hundred
20 Thousand Dollars (\$500,000.00) and shall be known as "Total Agreement Funding." Such
21 funding can come either in the form of budgeted funds, salary and benefits for employees dedicated to
22 Community Schools programs, or the cost of programs that fulfill pillars of the Community School
23 Model.
- 24 2. **Participant Expenses:** All expenses incurred by the Participants in performing their respective
25 cooperative undertakings under this MOU, including, without limitation, salaries and benefits, travel
26 expenses, administrative costs, and professional fees, shall be paid by the Participant incurring the
27 expenses.
- 28 3. **Expense Exclusions:** For purposes of this Article, "expenses" do not include costs associated with
29 providing Programs or administrative expenses directly related to the Programs set forth in the
30 Recitals.
- 31 4. **Legal Services:** The City will provide legal services as needed to the City and the District will
32 provide legal services as need to LRSD.
- 33 5. **Non-Appropriation of Funds:** This Agreement shall terminate without penalty at such time as
34 appropriated funds are not available to satisfy the obligations of the City hereunder. The failure of
35 the City to make an appropriation in any given year shall not be deemed a breach of this MOU, nor

1 give rise to any cause of action by the District for legal or equitable relief. The City shall, to the
2 extent possible, give the District written notice ninety (90) days prior to such termination.

- 3 6. The District agrees not to pledge the credit of the City, and the District agrees not to purchase, rent,
4 lease or contract for equipment or appliances in the name of the City. The District shall solely be
5 responsible for any and all taxes (Federal, State, local); Worker's Compensation Insurance; disability
6 payments; social security payments; unemployment insurance payments; or any similar type of
7 payment for the District, or any employee thereof.

8 **ARTICLE III**

9 **DATA SHARING**

- 10 1. The District and City of Little Rock agree to assess performance under this MOU on an on-going
11 basis and make improvements as needed to maximize the ability of the Community School Model to
12 improve student achievement. To facilitate that assessment, the District agrees to provide to City of
13 Little Rock for review and approval a Data Sharing Agreement, pursuant to which the District shall
14 provide to City of Little Rock student-level data related to achievement and other data reasonably
15 necessary for the purposes of program implementation and evaluation. The City of Little Rock shall
16 maintain the confidentiality of all student records furnished thereunder by the District to the fullest
17 extent required by applicable State and Federal Law, including, but not limited to, the Family
18 Educational Rights and Privacy Act ("FERPA").
- 19 2. Notwithstanding the above, the District agrees and acknowledges that public entities such as the City
20 of Little Rock are subject to the mandatory public disclosure requirements of the Arkansas Freedom
21 of Information Act ("FOIA"). The District agrees that the City may make all legally required
22 disclosures; however, to the fullest extent contemplated by the law, the City agrees to provide the
23 District the opportunity to review any documents and information that is required to be disclosed
24 under the FOIA so that the District may redact any confidential information.

25 **ARTICLE IV**

26 **AMENDMENT**

27 This MOU shall not be modified or amended except by an instrument in writing which specifically
28 references this MOU and which is signed by duly authorized representatives for the City and the District.

29 **ARTICLE V**

30 **MISCELLANEOUS**

- 31 1. **Entire Agreement:** This MOU constitutes the entire understanding between City and the District
32 with respect to the subject matter hereof.
- 33 2. **Severability:** In the event any section, subsection, subdivision, paragraph, subparagraph, item,
34 sentence, clause, phrase, or word of this MOU is declared or adjudged to be invalid or

1 unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the
2 MOU, as if such invalid or unconstitutional provision was not originally a part of the MOU.

- 3 3. **Governing Law:** This MOU shall be construed according to the laws of the State of Arkansas and
4 venue for any action related thereto shall lie exclusively in Pulaski County, Arkansas. In the event of
5 any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of
6 competent jurisdiction in Pulaski County, Arkansas.
- 7 4. **Officials:** The officials who have executed this MOU on behalf of the City and the District hereby
8 represent and warrant that they have full and complete authority to act on the behalf of their
9 respective organizations and that that by their signatures below, the terms and provisions herein
10 constitute the valid and enforceable obligations of each of them.
- 11 5. **No Assignment:** This MOU shall not be assigned or transferred by either Participant without the
12 prior written authorization of the other Participant.
- 13 6. **MOU Binding:** The terms and conditions of this MOU shall be binding upon the Participants hereto,
14 their respective heirs, executors, administrators, successors and assignees.
- 15 7. **Copies Same as Originals:** This MOU shall be executed in the original, and any number of executed
16 copies. Any copy of this MOU so executed shall be deemed an original and shall be deemed
17 authentic for any other use.
- 18 8. **Non-Discrimination:** The District agrees to comply with all applicable federal and state laws and
19 regulations regarding nondiscrimination, and specifically agrees not to discriminate against any
20 individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital
21 status, sexual orientation, gender identity, or genetic information, including without limitation,
22 Ordinance No. 21,031 of the City of Little Rock, Arkansas dated April 21, 2015, and to require such
23 compliance in contractual agreements with subcontractors and sub-subcontractors.
- 24 9. **Americans with Disabilities Act/Equal Employment Opportunity Act Compliance:** The District
25 agrees to comply with the requirements of the Americans with Disabilities Act and the Equal
26 Employment Opportunity Act, and the regulations promulgated pursuant thereto, and to require such
27 compliance in any contractual agreements with subcontractors.
- 28 10. **Title VI Civil Rights Act Implementation and Assurances:** The District and its sub-contractors,
29 sub-recipients, sub-grantees, successors, transferees, or assignees, shall comply with:
 - 30 a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*, 78 stat. 252) and its
31 applicable federal statutory, regulatory authorities, other pertinent directives, circulars,
32 policy, memoranda, and guidance prohibiting discrimination on the basis of race, color,
33 national origin, age, sex, and disability and give assurance that it will promptly take any
34 measures necessary to ensure such compliance; and,

- b. All applicable provisions governing the City of Little Rock's and applicable Federal Department's or agency's access to records, accounts, documents, information, facilities, and staff; and,
- c. Any program or compliance reviews, or complaint investigations, or both, conducted by the City of Little Rock, or Federal Department or Agency; and,
- d. Record retention and reporting requirements, maintain and preserve all project records for a minimum of five (5) years and all requests for documents and materials in a timely, complete, and accurate manner; and
- e. All other reporting, data collection, and evaluation requirements, as required by the City of Little Rock, prescribed by law, or detailed in program guidance.

11. This MOU shall be construed without regard to the identity of the persons who drafted the provisions contained herein. Moreover, each and every provision of the MOU shall be construed as though each Participant hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that the MOU is to be construed against the drafting party shall not be applicable. Both Participants acknowledge that they have had full opportunity to review this MOU with legal counsel of their choice.

IN WITNESS THEREOF, the City and District have caused their duly authorized representatives to execute this MOU.

Bruce T. Moore, City Manager

Date

Dr. Jermall Wright
Little Rock School District Superintendent

Date

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