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1 to the Resolution.

2 **Section 2.** For the 2025-2026 school year, the City shall provide the value of Five Hundred Thousand
3 Dollars (\$500,000.00), which with an equal provision by LRSD shall be known as the “Total Agreement
4 Funding.”

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

9 **Section 5. *Repealer.*** All laws, ordinances, resolutions, or parts of the same, that are inconsistent with
10 the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

11 **ADOPTED: August 19, 2025**

12 **ATTEST:**

APPROVED:

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14 _____
15 **Allison Segars, City Clerk**

Frank Scott, Jr., Mayor

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17 **APPROVED AS TO LEGAL FORM:**

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

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Memorandum of Understanding Between the Little Rock School District and the City of Little Rock for Sustainable Implementation of the Community School Model for the 2024-2025 School Year.

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

RECITALS

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

ARTICLE I

ADMINISTRATION AND ORGANIZATION

1. **No Joint Entity:** No separate legal or administrative entity is created under this MOU. The City and the LRSD desire to informally collaborate and cooperate regarding this educational and community service endeavor.
2. **Educational and Community Service Endeavor:** It is expressly understood and agreed that nothing in this MOU is intended and nothing shall be construed to create an employer-employee, partnership, joint venture, or other type of relationship, whether under state or federal law. The Participants agree that the City shall carry no workers' compensation insurance, health or accident insurance to cover any District employee. The City shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor shall the City provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that District employees are not employees of the City of Little Rock.
3. **Agreement Duration:** The term of this MOU shall commence on the Effective Date and shall continue in effect until terminated as provided herein.
4. **Termination: Wind-up:** This MOU may be terminated by either Participant by resolution or ordinance adopted by the Participant's governing body and notice to the other Participant at least three (3) months prior to the commencement of the last fiscal year for which this MOU shall be in effect. Upon termination of the MOU, all property of LRSD or the City used in pursuance of the purposes and programs and other cooperative undertakings under this MOU shall remain the property of the LRSD or the City, respectively.

ARTICLE II

FUNDING AND FINANCES

1. **Funding; General:** For the 2024-2025 school year, each Participant shall provide the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and shall be known as "Total Agreement Funding." Such funding can come either in the form of budgeted funds, salary and benefits for employees dedicated to Community Schools programs, or the cost of programs that fulfill pillars of the Community School Model.

2. **Participant Expenses:** All expenses incurred by the Participants in performing their respective cooperative undertakings under this MOU, including, without limitation, salaries and benefits, travel expenses, administrative costs, and professional fees, shall be paid by the Participant incurring the expenses.
3. **Expense Exclusions:** For purposes of this Article, "expenses" do not include costs associated with providing Programs or administrative expenses directly related to the Programs set forth in the Recitals.
4. **Legal Services:** The City will provide legal services as needed to the City and the District will provide legal services as need to the LRSD.
5. **Non-Appropriation of Funds:** This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of the City hereunder. The failure of the City to make an appropriation in any given year shall not be deemed a breach of this MOU, nor give rise to any cause of action by the District for legal or equitable relief. The City shall, to the extent possible, give the District written notice ninety (90) days prior to such termination.
6. The District agrees not to pledge the credit of the City, and the District agrees not to purchase, rent, lease or contract for equipment or appliances in the name of the City. The District shall solely be responsible for any and all taxes (federal, state, local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; or any similar type of payment for the District, or any employee thereof.

ARTICLE III

DATA SHARING

1. The District and City of Little Rock agree to assess performance under this MOU on an ongoing basis and make improvements as needed to maximize the ability of the Community School Model to improve student achievement. To facilitate that assessment, the District agrees to provide to City of Little Rock for review and approval a Data Sharing Agreement, pursuant to which the District shall provide to City of Little Rock student-level data related to achievement and other data reasonably necessary for the purposes of program implementation and evaluation. The City of Little Rock shall maintain the confidentiality of all student records furnished thereunder by the District to the fullest extent required by applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").
2. Notwithstanding the above, the District agrees and acknowledges that public entities such as the City of Little Rock are subject to the mandatory public disclosure requirements of the Arkansas Freedom of Information Act

("FOIA"). The District agrees that the City may make all legally required disclosures; however, to the fullest extent contemplated by the law, the City agrees to provide the District the opportunity to review any documents and information that is required to be disclosed under the FOIA so that the District may redact any confidential information.

ARTICLE IV

AMENDMENT

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

ARTICLE V

MISCELLANEOUS

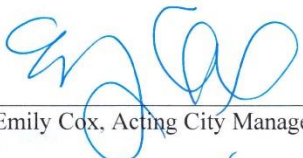
1. **Entire Agreement:** This MOU constitutes the entire understanding between City and the District with respect to the subject matter hereof.
2. **Severability:** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this MOU is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the MOU, as if such invalid or unconstitutional provision was not originally a part of the MOU.
3. **Governing Law:** This MOU shall be construed according to the laws of the State of Arkansas and venue for any action related thereto shall lie exclusively in Pulaski County, Arkansas. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas.
4. **Officials:** The officials who have executed this MOU on behalf of the City and the District hereby represent and warrant that they have full and complete authority to act on the behalf of their respective organizations and that that by their signatures below, the terms and provisions herein constitute the valid and enforceable obligations of each of them.
5. **No Assignment:** This MOU shall not be assigned or transferred by either Participant without the prior written authorization of the other Participant.
6. **MOU Binding:** The terms and conditions of this MOU shall be binding upon the Participants hereto, their respective heirs, executors, administrators, successors and assignees.

7. **Copies Same as Originals:** This MOU shall be executed in the original, and any number of executed copies. Any copy of this MOU so executed shall be deemed an original and shall be deemed authentic for any other use.
8. **Non-Discrimination:** The District agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, including without limitation, Ordinance No. 21,031 of the City of Little Rock, Arkansas dated April 21, 2015, and to require such compliance in contractual agreements with subcontractors and sub-subcontractors.
9. **Americans with Disabilities Act and Equal Employment Opportunity Act Compliance:** The District agrees to comply with the requirements of the Americans with Disabilities Act and the Equal Employment Opportunity Act, and the regulations promulgated pursuant thereto, and to require such compliance in any contractual agreements with subcontractors.
10. **Title VI Civil Rights Act Implementation and Assurances:** The District and its sub-contractors, sub-recipients, sub-grantees, successors, transferees, or assignees, shall comply with:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*, 78 stat. 252) and its applicable federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and guidance prohibiting discrimination on the basis of race, color, national origin, age, sex, and disability and give assurance that it will promptly take any measures necessary to ensure such compliance;
 - 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;
 - c. any program or compliance reviews, or complaint investigations, or both, conducted by the City of Little Rock, or federal department or agency;
 - 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.

CITY OF LITTLE ROCK

By: 
Emily Cox, Acting City Manager
Date: 12/16/2024

LITTLE ROCK SCHOOL DISTRICT

By: 
Dr. Jermall Wright, Superintendent
Date: 1-14-25

ATTEST:

By: 
Allison Segars, Acting City Clerk

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter

By: 
Kimberly A. Chavis, Deputy City Attorney