MEMORANDUM OF UNDERSTANDING [SCHOOL NAME] AND THE CITY OF ST. LOUIS TREASURER’S OFFICE REGARDING COLLEGE KIDS SAVINGS PROGRAM

This Memorandum of Understanding outlines the roles and responsibilities of [SCHOOL NAME] and the City of St. Louis Treasurer’s Office (“STLTO”) regarding implementation of the College Kids program.

Description of the Program

The STLTO developed the College Kids program to help St. Louis children achieve their dream of attending college and assist families with building assets. Through College Kids, STLTO awards college savings accounts to all kindergarten students in [SCHOOL NAME]. Each kindergartner enrolled in [SCHOOL NAME] by October 31 of each school year will receive a college savings account with an initial deposit of $50 from the STLTO, unless a parent or guardian opts out of the program in writing. After receiving the initial $50 deposit, College Kids participants will also be eligible for additional financial incentives based upon criteria mutually agreed upon by [SCHOOL NAME] and the STLTO. To receive any additional incentives and matches based upon [SCHOOL NAME] data, parents or guardians are required to sign a consent form.

Term

This MOU shall be effective from the date of authorized signature by both parties through December 31, 2020, unless the MOU is terminated earlier by either party. This MOU may be terminated by either party with 60 days advance written notice for any reason. In the event of termination, the terminating party agrees to use best efforts to plan for the transition of the program, if requested by the non-terminating party. This MOU is contingent upon the funding of accounts annually through the STLTO and City of St. Louis budget process.

[SCHOOL NAME] Responsibilities

[SCHOOL NAME] agrees to do the following:

1. Distribute College Kids parent opt-out and consent forms to eligible students. Collect signed forms and forward them to the STLTO.
2. By October 31st, provide the STLTO with the following information for each student at the [SCHOOL NAME] school participating in the College Kids program: student first name, last name, MOSIS number, student address, telephone number, birthday, and school name. However this information will not be submitted to the STLTO if a parent/guardian submits a written opt-out request stating that the parent/guardian does not want this information shared with the STLTO and/or that the parent/guardian chooses to opt out of the College Kids program. The MOSIS number shall only be used by the
STLTO, or its partner organizations, as a unique identifier for the purposes of opening the account.

3. Provide additional student information to the STLTO for all students who return College Kids consent forms. The specific information requested in consent forms will be mutually agreed upon by both parties, including, but not limited to:
   a. Student’s attendance data and grades
   b. Parent(s)’ names
   c. Primary language spoken at home
   d. Racial/Ethnic identity
   e. Parent(s)’ email addresses
   f. Student’s demonstrated positive behaviors, as determined by the school (such community service, completion of a college readiness program, participation in a school event or challenge)

4. Assist and facilitate outreach activities to participating students and their families as needed.

5. Designate a point of contact for reporting student information to STLTO and its partner organizations.

6. Participate in and provide information for media, fundraising, and other activities designed to promote the College Kids program.

7. Collaborate with STLTO to bring financial education programs, initiatives and events into the classrooms and schools through community financial partners and College Kids program staff.

**STLTO Responsibilities**

STLTO agrees to do the following:

1. Manage and administer the College Kids program with First Financial Credit Union. The STLTO is the custodian of a control account. Under this account, the STLTO will open and oversee an account for the behalf of each student in the College Kids program.

2. Establish College Kids savings accounts for every eligible student in [SCHOOL NAME] who does not opt out of the program.

3. Award $50 to each eligible student in [SCHOOL NAME] (who does not opt out) and deposit the award into each participating student’s College Kids account.

4. Award additional funding into students accounts based upon mutually agreed upon incentives, as determined by [SCHOOL NAME] and STLTO.

5. Provide participating families with information to explain the rules and guidelines associated with the College Kids savings accounts, including restrictions on how the money in the accounts may be used.

6. Maintain the confidentiality of all student information provided to the Treasurer’s Office under this MOU and the signed parent consent form to the extent permitted by law. All student information shall be treated as confidential in conformity with the Family Educational Rights and Privacy Act (“FERPA”), and will not be released to any other parties, City Departments, organizations or agencies except
as described in the College Kids consent form and this MOU, and will be used for the sole purposes described in the College Kids consent form and this MOU.

7. Ensure that any STLTO contract with First Financial Credit Union or VistaShare include the student data confidentiality protections set forth in this MOU.

Mutual Responsibilities

1. Indemnification. City shall defend, release and hold harmless, and indemnify [SCHOOL NAME], including [SCHOOL NAME] employees and agents, which arise out of the negligent acts or omissions of the STLTO or the City of St. Louis, in connection with this MOU. It is further agreed that [SCHOOL NAME] shall defend, release, hold harmless, and indemnify the STLTO and the City of St. Louis, including its employees or agents, in connection with the performance of this MOU. In the event of concurrent negligence of the STLTO and [SCHOOL NAME], the liability for any and all claims shall be apportioned under the Missouri theory of comparative negligence.

2. [SCHOOL NAME] and STLTO agree that student information obtained under written parental consent may be shared with the STLTO subcontractors for the uses approved in the signed parental consent form, which include program administration, management, and study of incentives; and further agree that directory information provided to the STLTO without written parental consent may be shared with STLTO subcontractors only as may be necessary for the following purposes: (i) to determine eligibility for the aid; (ii) to determine the amount of aid; (iii) to determine the conditions for the aid; (iv) to enforce the terms of the aid.

The parties below agree to the terms of this MOU on behalf of each agency:

The Treasurer of the City of St. Louis, Missouri

By: __________________________
Name: Tishaura O. Jones
Title: __________________________
Date: ___

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[SCHOOL NAME]

By: __________________________
Name: __________________________
Title: __________________________
Date: ___