

MEMORANDUM OF UNDERSTANDING

Between Tipton Community School Corporation and the Boys & Girls Club of Tipton County

Student Internship and Work-Based Learning Support Services

This Memorandum of Understanding (“MOU”) is entered into by and between Tipton Community School Corporation (“TCSC”) and Boys & Girls Club of Tipton County (“Club”). TCSC and the Club may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, TCSC is the duly authorized public school corporation serving students in Cicero, Jefferson, and Madison Townships, Tipton County, Indiana;

WHEREAS, the Club is a community-based youth development organization serving students and families in Tipton County;

WHEREAS, TCSC desires to expand meaningful work-based learning, career exploration, and internship opportunities for Tipton High School students;

WHEREAS, the Club has community relationships, personnel, and organizational capacity to assist TCSC in connecting high school students with local businesses and community partners for internship and work-based learning opportunities;

WHEREAS, the Parties desire for the Club to assist TCSC by identifying business partners, helping match students with appropriate internship opportunities, supporting students and businesses in understanding internship expectations, and assisting with the documentation and tracking of student internship experiences;

WHEREAS, in order for the Club to effectively perform these services, TCSC may provide designated Club personnel with limited access to student information, TCSC email accounts, TCSC facilities, and designated classroom or office space, subject to the limitations and safeguards set forth in this MOU;

WHEREAS, the Parties desire to maintain the confidentiality of student information and to comply with all applicable federal and state laws, including the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, the Parties desire to clarify their respective roles, responsibilities, limitations, and legal protections related to this collaboration;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

The purpose of this MOU is to establish the terms under which the Club will provide student internship and work-based learning support services to TCSC and under which TCSC will provide the Club with limited access to student information, school communication systems, school facilities, and designated workspace necessary to perform those services.

This MOU is intended to support student learning, career exploration, employability skill development, and community engagement. Nothing in this MOU shall be interpreted to transfer TCSC’s legal authority

over students, academic credit, graduation requirements, school discipline, student records, or school operations to the Club.

ARTICLE II: STUDENT PARTICIPATION AND INTERNSHIP SITE EXPECTATIONS

A. Student Participation

Student participation in internships or work-based learning experiences supported under this MOU shall be subject to TCSC approval. TCSC may establish eligibility criteria, application procedures, parent or guardian consent requirements, attendance expectations, academic expectations, and other participation rules.

B. Internship Agreement and Training Plan

Before a student begins an internship or work-based learning placement, the Parties shall ensure that a written internship agreement, training plan, or similar placement document is completed. For a placement constituting a work-based learning program under IC 20-20-38.6-3, the written agreement shall satisfy IC 20-20-38.6-4 and shall expressly provide that the business partner, as employer, assumes responsibility for obtaining workers' compensation insurance coverage for the student. (See Appendix A)

The document should identify, as applicable:

1. Student name;
2. Parent or guardian approval, if the student is a minor;
3. Business partner name and worksite location;
4. Worksite supervisor;
5. Internship dates and schedule;
6. Whether the experience is paid or unpaid;
7. Student duties and prohibited duties;
8. Learning objectives;
9. Attendance and communication expectations;
10. Safety expectations;
11. Transportation arrangements;
12. Evaluation procedures;
13. Emergency contact information; and
14. Signatures or acknowledgments from the student, parent or guardian, TCSC, Club, and business partner, as appropriate.

C. Business Partner Responsibilities

The Club shall assist TCSC in communicating expectations to business partners. Participating business partners should be expected to:

1. Provide a safe and appropriate workplace;
2. Comply with all applicable laws, including child labor, wage and hour, workplace safety, nondiscrimination, and harassment laws;
3. Assign an appropriate adult supervisor;
4. Provide meaningful work-based learning tasks;
5. Avoid assigning students to unsafe, prohibited, or inappropriate tasks;

6. Report attendance, performance, conduct, safety, or injury concerns promptly;
7. Complete required documentation or evaluation forms; and
8. Maintain insurance coverage applicable to the placement and consistent with Article X of this MOU and the individual internship agreement.

The Parties acknowledge that business partners are separate entities and are not employees, agents, or representatives of TCSC or the Club unless a separate written agreement states otherwise.

TCSC retains final authority to approve or reject each participating business partner and worksite. No student shall be placed with a business partner or at a worksite unless TCSC has approved the business partner and worksite in writing.

D. Transportation

Unless specifically agreed to in a separate written document, neither TCSC nor the Club shall be responsible for transporting students to or from internship or work-based learning sites.

Transportation arrangements shall be identified before placement begins and shall be communicated to the student and parent or guardian.

E. Student Removal From Placement

TCSC may remove a student from an internship or work-based learning placement at any time. The Club may recommend removal or suspension of a placement if the Club becomes aware of concerns related to student safety, student conduct, business partner concerns, attendance, confidentiality, or the appropriateness of the placement.

F. Injuries and Emergencies

The Club shall promptly notify TCSC of any known student injury, emergency, safety concern, or incident occurring in connection with an internship or work-based learning experience. If the incident occurs at a business partner site, the Club shall assist TCSC in obtaining relevant information from the business partner.

G. Mandated Reporting

Nothing in this MOU limits any individual's responsibility to report suspected child abuse or neglect as required by Indiana law. Club personnel shall comply with mandated reporting requirements and shall also promptly notify the TCSC Superintendent or designee after making any required report involving a TCSC student.

ARTICLE III: RESPONSIBILITIES OF THE CLUB

The Club shall provide student internship and work-based learning support services to TCSC, including but not limited to the following:

A. Business and Community Partner Development

The Club shall assist TCSC by identifying, contacting, and maintaining relationships with local businesses, organizations, and community partners that may be willing to provide internship, career exploration, job shadowing, mentorship, or other work-based learning opportunities for Tipton High School students.

B. Student Internship Coordination

The Club shall work collaboratively with TCSC administrators, counselors, teachers, or other designated staff to help connect students with appropriate internship or work-based learning opportunities based on student interests, career goals, availability, readiness, and the needs of participating business partners.

TCSC shall retain final authority to approve or deny student participation in any school-recognized internship or work-based learning experience.

C. Guidance and Support for Students

The Club shall provide or assist with guidance to students regarding expectations for internship participation, including but not limited to:

1. Attendance and punctuality;
2. Professional communication;
3. Workplace conduct;
4. Appropriate dress and appearance;
5. Confidentiality in the workplace;
6. Safety expectations;
7. Reflection and documentation requirements;
8. Reporting concerns, absences, injuries, harassment, or unsafe conditions; and
9. The importance of representing TCSC, the Club, and the community in a positive manner.

D. Guidance and Support for Businesses

The Club shall provide or assist with guidance to participating businesses regarding expectations for hosting TCSC students, including but not limited to:

1. Providing a safe and appropriate workplace environment;
2. Assigning a responsible adult workplace supervisor;
3. Providing meaningful tasks aligned with student learning and career exploration;
4. Communicating attendance, performance, safety, or conduct concerns;
5. Complying with applicable child labor, wage and hour, nondiscrimination, harassment, workplace safety, and other applicable laws;
6. Supporting documentation of student hours, experiences, and performance; and
7. Completing any required evaluations or feedback forms.

E. Documentation and Tracking

The Club shall assist TCSC in tracking student internship and work-based learning experiences, including, as applicable:

1. Student placement information;
2. Business partner information;
3. Worksite supervisor contact information;
4. Internship dates and schedules;
5. Student attendance and hours;
6. General description of student duties or experiences;
7. Student reflections or check-ins;
8. Employer feedback;
9. Issues or concerns requiring TCSC attention; and
10. Other documentation reasonably requested by TCSC.

Any records maintained by the Club on behalf of TCSC that are directly related to an identifiable student shall be treated as confidential student education records subject to FERPA and the confidentiality provisions of this MOU.

The Club shall retain all student-related records created or maintained under this MOU for at least three (3) years after this MOU ends, unless a longer period is required by law or TCSC's records retention schedule. The Club shall provide such records to TCSC within five (5) business days after receiving a written request. Upon reasonable notice, TCSC may audit the Club's records and documentation related to services performed under this MOU.

F. Communication With TCSC

The Club shall maintain regular communication with the TCSC Superintendent or designee, Tipton High School Principal or designee, and any other TCSC staff identified by the Superintendent.

The Club shall promptly notify TCSC of any issue involving student safety, student attendance, student conduct, workplace injury, suspected harassment or discrimination, suspected abuse or neglect, breach of confidentiality, or any other matter that may require school involvement.

G. Limits of Club Authority

The Club shall not:

1. Make final decisions regarding student academic credit, grades, graduation requirements, or school discipline;
2. Represent itself as having authority to bind TCSC to any contract, obligation, or financial commitment;
3. Promise internship placement, employment, compensation, credit, or graduation pathway completion to any student or family;
4. Release student information to businesses or third parties except as specifically authorized by TCSC and permitted by law;
5. Provide legal, employment, or tax advice to students, families, businesses, or TCSC; or
6. Supervise students at off-campus worksites unless expressly agreed to in writing by TCSC, the Club, and the business partner.

ARTICLE IV: RESPONSIBILITIES OF TCSC

A. District Contact

TCSC shall designate one or more staff members to serve as the primary contact for the Club. Unless otherwise designated in writing, the primary contacts shall be:

TCSC Superintendent or Designee: Scott Jaworski, Superintendent

Tipton High School Principal or Designee: Craig Leach, Principal

Work-Based Learning / Counseling Contact: Carrie Capshaw, Counselor

B. Student Information Access

TCSC may provide designated Club personnel with access to student information that TCSC determines is reasonably necessary for the Club to perform the services described in this MOU.

Such information may include, as appropriate and approved by TCSC:

1. Student name;
2. Grade level;
3. Student school email address;
4. Parent or guardian contact information, when necessary;
5. Student career interest information;

6. Student internship placement information;
7. Student attendance or participation information related to the internship experience;
8. Student schedule information, when necessary for internship coordination; and
9. Other information specifically approved in writing by TCSC.

TCSC shall not provide the Club with access to student health records, special education records, Section 504 records, counseling records, disciplinary records, grades, transcripts, or other sensitive student records unless TCSC determines that such access is legally permissible, educationally necessary, and limited to the minimum information required for the Club to perform the services under this MOU.

C. TCSC Email Accounts

TCSC may provide designated Club personnel with TCSC email accounts or other school communication access solely for the purpose of performing services under this MOU.

Club personnel using TCSC email accounts shall:

1. Use the account only for authorized TCSC-related internship and work-based learning purposes;
2. Comply with all applicable TCSC technology, acceptable use, confidentiality, and records retention policies;
3. Maintain the confidentiality of all login credentials;
4. Not share passwords or account access with any other person;
5. Use multi-factor authentication if required by TCSC;
6. Understand that TCSC email accounts are TCSC property and may be monitored, reviewed, suspended, or revoked by TCSC at any time;
7. Understand that communications through TCSC accounts may be subject to public records, student records, litigation hold, or records retention requirements; and
8. Immediately report suspected unauthorized access, phishing, data breach, or technology misuse to TCSC.

D. Building Access

TCSC may provide designated Club personnel with building access, keys, key cards, badges, or other entry credentials as reasonably necessary to perform the services under this MOU.

Club personnel with building access shall:

1. Comply with all TCSC visitor, safety, emergency, and building security procedures;
2. Wear identification as required by TCSC;
3. Access only those areas of the building necessary to perform the services under this MOU;
4. Not duplicate keys, lend access cards, prop doors, or permit unauthorized individuals to enter TCSC facilities;
5. Immediately report lost keys, access cards, badges, or security concerns to TCSC;
6. Access TCSC facilities only during approved days and times unless prior approval is granted by TCSC; and
7. Understand that TCSC may revoke building access at any time.

E. Classroom or Workspace Use

TCSC may provide the Club with access to a classroom, office, meeting area, or other designated workspace for internship coordination, student meetings, business partner meetings, and related services.

Such use shall be considered a limited, revocable license and shall not create a lease, tenancy, property interest, or exclusive right of possession. TCSC may relocate, modify, limit, or revoke the workspace arrangement as needed for school operations.

The Club shall maintain the assigned space in a clean, orderly, and professional condition and shall not make physical modifications, install signage, store hazardous materials, or use the space for purposes outside the scope of this MOU without prior written approval from TCSC.

F. Academic Authority

TCSC shall retain responsibility for determining whether student internship or work-based learning experiences qualify for academic credit, graduation pathway requirements, course requirements, employability skill documentation, or other school-recognized purposes.

ARTICLE V: CLUB PERSONNEL

A. Designated Personnel

Only Club personnel approved in writing by TCSC may access student information, use TCSC email accounts, access TCSC facilities outside normal visitor procedures, or use assigned TCSC workspace under this MOU.

The Club shall provide TCSC with a current list of approved personnel. The Club shall promptly notify TCSC when any approved personnel separate from employment, change roles, or no longer require access.

B. Background Checks

Before any Club personnel are granted regular building access, access to student information, or direct interaction with students under this MOU, the Club shall ensure that such personnel complete criminal history background checks and any other screening required by TCSC policy or applicable law.

Before access is granted and annually thereafter, the Club shall provide TCSC with a current list of cleared personnel and a signed certification that all required background checks and screenings have been completed and reviewed. TCSC reserves the right to request documentation or individual results related to a Club personnel member, subject to applicable law.

TCSC may deny or revoke access for any Club personnel if TCSC determines that access would be inconsistent with student safety, school security, Board policy, or the best interests of TCSC.

C. Training and Policy Compliance

Club personnel working under this MOU shall comply with all applicable TCSC policies and procedures, including those related to:

1. Student confidentiality;
2. Technology use;
3. Building safety and security;
4. Student supervision and boundaries;
5. Nondiscrimination and harassment;
6. Mandated reporting;
7. Emergency procedures; and
8. Professional conduct.

TCSC may require Club personnel to complete reasonable training before granting access to student information, TCSC email, or TCSC facilities.

All Club personnel with access to student information shall complete FERPA and student-confidentiality training before access is granted and annually thereafter. The Club shall provide TCSC with written confirmation of completed training upon request.

D. Confidentiality Agreements

Before receiving access to student information or TCSC systems, each designated Club personnel member shall sign a confidentiality agreement, in a form approved by TCSC, acknowledging the requirements of this MOU. The agreement shall be enforceable by TCSC. (See Appendix B)

E. Conduct

Club personnel shall conduct themselves professionally and in a manner consistent with TCSC's expectations for adults working with students. TCSC may immediately restrict or revoke access for any Club personnel whose conduct is inconsistent with school safety, student welfare, confidentiality, or TCSC policy.

ARTICLE VI: CONFIDENTIALITY AND STUDENT RECORDS

A. FERPA Compliance and School Official Status

To the extent the Club receives personally identifiable information from student education records, TCSC intends for the Club and its approved personnel to function as school officials with legitimate educational interests for the limited purpose of providing the services described in this MOU.

The Club shall be under the direct control of TCSC with respect to the use, maintenance, protection, and redisclosure of student education records. The Club may use student information only for the purposes for which the information was disclosed and only as necessary to perform services under this MOU.

If TCSC determines that written parent or eligible student consent is required before sharing certain student information, TCSC shall obtain such consent before disclosing that information to the Club.

B. Minimum Necessary Access

The Club shall request and access only the minimum student information necessary to perform its responsibilities under this MOU. TCSC shall determine the specific student information, systems, and records to which Club personnel may have access.

C. No Redisclosure

The Club shall not disclose personally identifiable student information to any business partner, community partner, employee, volunteer, contractor, parent, student, or third party unless such disclosure is:

1. Specifically authorized by TCSC;
2. Necessary to carry out the services under this MOU;
3. Limited to the minimum necessary information; and
4. Permitted by FERPA and other applicable law.

D. Data Security

The Club shall maintain reasonable administrative, physical, and technical safeguards to protect student information from unauthorized access, use, disclosure, alteration, or destruction.

The Club shall not subcontract or delegate services involving student information, access to TCSC systems, or direct student contact without TCSC's prior written approval. Any approved subcontractor shall be bound by written requirements at least as protective as those contained in this MOU.

Unless specifically approved by TCSC, the Club shall not store student information on personal devices, personal cloud accounts, personal email accounts, removable drives, or non-approved systems.

E. Compliance Audits

Upon reasonable notice, TCSC may audit or review the Club's data-handling practices and relevant compliance documentation, including safeguards, training records, confidentiality agreements, and approved personnel records. The Club shall reasonably cooperate with any such audit or review.

F. Prohibited Uses

The Club shall not use student information for advertising, marketing, fundraising, data mining, sale, commercial use, research, or any purpose unrelated to the services described in this MOU unless specifically authorized in writing by TCSC and permitted by law.

G. Breach Notification

The Club shall notify TCSC as soon as practicable, and no later than twenty-four (24) hours, after discovering any actual or suspected unauthorized access, disclosure, loss, theft, or misuse of student information.

The Club shall cooperate with TCSC in investigating, mitigating, documenting, and responding to any actual or suspected breach.

H. Return or Destruction of Records

Upon termination of this MOU, completion of the services, or written request from TCSC, the Club shall return or transfer student information to TCSC, or securely destroy it after the applicable retention period, as directed by TCSC and permitted by law. The Club shall not destroy student-related records during the three-year retention period described in Article III unless the records have been transferred to TCSC or TCSC approves earlier destruction in writing.

Upon request, the Club shall provide written certification that student information has been returned or destroyed.

I. Parent and Eligible Student Rights

If the Club receives a request from a parent, guardian, eligible student, attorney, agency, business partner, or other third party for access to student records or student information, the Club shall immediately refer the request to TCSC and shall not respond substantively unless authorized by TCSC.

ARTICLE VII: TECHNOLOGY, SYSTEMS, AND RECORDS

A. TCSC Ownership

All TCSC email accounts, technology systems, devices, software, records, files, and data remain the property of TCSC. The Club shall have no ownership interest in any TCSC system or student information.

B. Access Controls

TCSC may determine, limit, monitor, suspend, or revoke Club personnel access to any TCSC system at any time.

C. Records Retention

Club personnel using TCSC email or systems shall comply with TCSC records retention directions. The Club shall preserve records upon request from TCSC, including in response to a public records request, litigation hold, audit, investigation, or parent or eligible student records request.

D. No Personal Use

TCSC email accounts, systems, and building access provided under this MOU shall not be used for personal, political, commercial, fundraising, or unrelated Club business purposes without prior written approval from TCSC.

ARTICLE VIII: PUBLICITY, PHOTOGRAPHS, AND USE OF NAME OR LOGO

Neither Party shall use the other Party's name, logo, photographs, student images, student stories, or identifying student information in advertising, social media, news releases, promotional materials, fundraising materials, or public communications without prior written approval.

The Club shall not photograph, video record, or publicly identify TCSC students in connection with services under this MOU unless TCSC has approved the communication and all required parent, guardian, or eligible student permissions have been obtained.

ARTICLE IX: RELATIONSHIP OF THE PARTIES

The Parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency relationship, employment relationship, or other legal relationship between TCSC and the Club beyond the terms expressly stated herein.

Club personnel are not employees of TCSC and shall not be entitled to wages, benefits, leave, insurance, retirement, workers' compensation, or any other employment-related benefit from TCSC.

TCSC employees are not employees of the Club and shall not be entitled to wages, benefits, leave, insurance, retirement, workers' compensation, or any other employment-related benefit from the Club.

No Party shall have authority to bind the other Party to any contract, financial obligation, legal obligation, or representation without prior written authorization.

ARTICLE X: INSURANCE, LIABILITY, AND INDEMNIFICATION

A. Club Insurance

Each Party shall maintain insurance coverage appropriate to its responsibilities under this MOU. The Club shall maintain, at its own expense, the following insurance coverage throughout the term of this MOU:

1. Commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. TCSC, including its Board of School Trustees, officers, employees, and agents, shall be named as an additional insured on a primary and non-contributory basis. The policy shall include a waiver of subrogation in favor of TCSC;
2. Automobile liability insurance with a limit of at least \$1,000,000 per accident if Club personnel transport students or use vehicles in connection with this MOU. TCSC shall be named as an additional insured on a primary and non-contributory basis, and the policy shall include a waiver of subrogation in favor of TCSC;

3. Workers' compensation insurance as required by law and employer's liability coverage with limits of at least \$500,000. The coverage shall include a waiver of subrogation in favor of TCSC;
4. Umbrella or excess liability insurance with limits of at least \$1,000,000;
5. Abuse or sexual misconduct liability coverage with limits of at least \$1,000,000; and
6. Cyber liability or data-breach coverage with limits of at least \$1,000,000, including third-party liability coverage.

Before beginning services under this MOU and annually thereafter, the Club shall provide TCSC with certificates of insurance and copies of the endorsements demonstrating additional-insured status, primary and non-contributory coverage, and waivers of subrogation required by this MOU.

B. Business Partner Insurance

Before a student begins a placement, each participating business partner shall provide evidence of insurance appropriate to the nature of the placement and reasonably acceptable to TCSC. Unless TCSC approves different requirements in writing based on the placement, the business partner shall satisfy the same minimum limits and endorsement requirements stated in Article X.A, as applicable to the placement. Applicable coverage shall include commercial general liability, automobile liability when vehicles are used in connection with the placement, workers' compensation as required by law, employer's liability, umbrella or excess liability, abuse or sexual misconduct coverage, and cyber liability when the business partner will access student information or TCSC systems. TCSC shall be named as an additional insured on applicable commercial general liability and automobile liability policies on a primary and non-contributory basis, with waivers of subrogation in favor of TCSC as required by TCSC.

C. Student Accident Coverage

TCSC shall maintain or arrange student accident coverage intended to apply to students participating in unpaid off-campus placements under this MOU, subject to the terms, conditions, exclusions, and limits of the applicable policy.

D. Responsibility for Own Acts

Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, volunteers, contractors, and representatives.

E. Indemnification

To the extent permitted by Indiana law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officers, board members, employees, agents, and representatives from and against claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of the indemnifying Party's negligent acts, willful misconduct, breach of this MOU, unauthorized disclosure of confidential information, or violation of applicable law.

Any indemnification or defense obligation of TCSC under this MOU is subject to and limited by Indiana law. Nothing in this MOU, including TCSC's indemnification obligations, shall be construed as a waiver of any defense, governmental immunity, statutory notice requirement, limitation of liability, damage cap, or other protection available to TCSC or its employees under Indiana law, including the Indiana Tort Claims Act.

F. No Assumption of Business Partner Liability

The Parties do not assume responsibility for the acts or omissions of participating business partners unless otherwise required by law or agreed to in a separate written agreement.

G. No Third-Party Beneficiaries

This MOU is intended solely for the benefit of TCSC and the Club. It does not create rights, claims, or benefits in favor of any student, parent, guardian, business partner, employee, volunteer, contractor, or other third party.

ARTICLE XI: COMPLIANCE WITH LAW AND POLICY

The Parties shall comply with all applicable federal, state, and local laws, regulations, and policies, including, as applicable:

1. FERPA;
2. Indiana student records and confidentiality requirements;
3. Child labor laws;
4. Wage and hour laws;
5. Workplace safety laws;
6. Nondiscrimination and harassment laws;
7. Title IX, Section 504, ADA, and civil rights requirements;
8. Mandated reporting laws;
9. TCSC Board policies; and
10. Applicable building, technology, safety, and visitor procedures.

If any provision of this MOU conflicts with applicable law or TCSC Board policy, the applicable law or Board policy shall control.

ARTICLE XII: TERM AND TERMINATION

A. Term

This MOU shall begin on August 12, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier as provided herein.

B. Renewal

This MOU may be renewed annually by mutual written agreement of the Parties. Renewal may be approved through written confirmation by the authorized representatives of each Party, unless Board approval is required by TCSC policy or applicable law.

C. Termination Without Cause

Either Party may terminate this MOU without cause upon thirty (30) calendar days' written notice to the other Party.

D. Immediate Suspension or Termination

TCSC may immediately suspend or terminate the Club's access to student information, TCSC email accounts, TCSC facilities, or TCSC technology systems if TCSC determines, in its sole discretion, that such action is necessary to protect student safety, student privacy, school security, school operations, or compliance with law or Board policy.

Either Party may terminate this MOU immediately upon written notice if the other Party materially breaches this MOU and the breach is not capable of cure or presents an immediate concern related to student safety, confidentiality, or legal compliance.

ARTICLE XIII: NOTICES

Any notice required under this MOU shall be provided in writing to the following:

For TCSC:

Tipton Community School Corporation
Attn: Superintendent
1051 S. Main Street
Tipton, IN 46072
Email: sjaworski@tcsc.k12.in.us

For the Club:

Boys & Girls Club of Tipton County
Attn: Executive Director
C.W. Mount Community Center
Address: 341 W Jefferson St, Suite B, Tipton, IN, 46072
Email: amandam@bgctipton.org
Either Party may update its notice contact by providing written notice to the other Party.

ARTICLE XIV: GENERAL PROVISIONS

A. Amendment and Assignment

This MOU may be amended only by written agreement signed by authorized representatives of both Parties.

Neither Party may assign or transfer its rights or obligations under this MOU without prior written consent of the other Party.

B. Entire Agreement

This MOU represents the entire agreement between the Parties regarding the subject matter herein and supersedes any prior oral or written understandings related to the same subject matter.

C. Severability

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

D. Governing Law and Venue

This MOU shall be governed by and interpreted under the laws of the State of Indiana. Venue for any legal action arising under this MOU shall be in Tipton County, Indiana.

E. No Waiver

Failure by either Party to enforce any provision of this MOU shall not constitute a waiver of that provision or any other provision.

F. Survival

The provisions related to confidentiality, student records, data security, indemnification, liability, records retention, and return or destruction of records shall survive the expiration or termination of this MOU.

ARTICLE XV: SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

TIPTON COMMUNITY SCHOOL CORPORATION

Name: _____
Title: Superintendent

Date: _____

Name: _____
Title: President, Board of School Trustees

Date: _____

BOYS & GIRLS CLUB OF TIPTON COUNTY

Name: _____
Title: Chief Executive Officer / Executive Director

Date: _____

Name: _____
Title: President, Board of Directors

Date: _____

Appendix A: Internship Agreement and Training Plan

Complete, to the extent applicable, before the student begins the placement.

Purpose. This document identifies the student, placement, learning plan, safety and communication expectations, transportation, evaluation procedures, emergency information, and acknowledgments of the participating parties. Attach additional pages when necessary.

1 STUDENT INFORMATION

Student Name		Student ID	
School / Grade		Date of Birth	
Student Email		Student Phone	
Parent/Guardian		Phone / Email	

☐ Student is age 18 or older ☐ Student is a minor; parent/guardian approval is required

2 BUSINESS PARTNER AND PLACEMENT INFORMATION

Business Partner Name	
Worksite Address	
Worksite Supervisor	
TCSC Representative	
Club Representative	

3 PLACEMENT DATES, SCHEDULE, AND COMPENSATION

Start Date		End Date	
Typical Start Time		Typical End Time	
Days of Week		Estimated Hours/Week	

Compensation Status: ☐ Paid ☐ Unpaid ☐ Other:

Schedule Notes / Variations:

4 STUDENT DUTIES AND PROHIBITED DUTIES

Approved Duties	
Prohibited Duties / Restrictions	

5 LEARNING OBJECTIVES

#	Learning Objective / Skill	Planned Learning Activity	Evidence / Measure of Progress
1			
2			
3			
4			
5			

6 ATTENDANCE AND COMMUNICATION EXPECTATIONS

Attendance Expectations	
Student Communication	

Supervisor Communication	
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7 SAFETY EXPECTATIONS

Required Orientation / Training	
Personal Protective Equipment	
Incident Reporting	
Emergency / Evacuation Procedures	

8 TRANSPORTATION ARRANGEMENTS

Primary Transportation Responsibility: ☐ Student/Family ☐ TCSC ☐ Club ☐ Business Partner ☐ Other

Transportation Details	
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9 EVALUATION PROCEDURES

Evaluation Method(s)	
Evaluation Schedule	
Evaluation Participants	

Completion Requirements	
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10 EMERGENCY CONTACT INFORMATION

Primary Contact Name		Relationship	
Primary Phone		Alternate Phone	
Secondary Contact Name		Relationship	
Secondary Phone		Relevant Notes	

Worksite Emergency Contact / Main Number:

11 ADDITIONAL PLACEMENT NOTES OR ATTACHMENTS

Additional Notes	
Attachments	

12 ACKNOWLEDGMENTS AND SIGNATURES

By signing below, each signatory acknowledges reviewing the applicable portions of this agreement and training plan and agrees to carry out the responsibilities assigned to that person or organization, as appropriate. Material changes to the placement should be communicated to the other parties and documented when appropriate.

Student		Date	
Parent/Guardian (if minor)		Date	
Business Partner		Date	
Worksite Supervisor		Date	
TCSC		Date	
Club		Date	

Retain the completed document according to applicable TCSC and Club recordkeeping procedures.

Appendix B: CONFIDENTIALITY AND SYSTEMS ACCESS AGREEMENT

For Designated Club Personnel

Purpose. This Agreement must be signed before the undersigned Club personnel member receives access to student information, TCSC systems, facilities containing confidential records, or other protected information under the applicable Memorandum of Understanding (MOU). This Agreement supplements the MOU and is directly enforceable by TCSC.

1 PERSONNEL AND ACCESS INFORMATION

Club Personnel Member		Job Title / Role	
Club / Organization		Supervisor	
Email Address		Phone Number	
Program / MOU		Effective Date	

Authorized access requested (check all that apply):

- | | |
|--|---|
| ☐ Student directory or contact information | ☐ Attendance, schedule, or placement information |
| ☐ Internship or work-based learning records | ☐ TCSC email account or collaboration tools |
| ☐ TCSC network, device, software, or system | ☐ Other: _____ |

2 CONFIDENTIALITY OBLIGATIONS

The undersigned acknowledges that student information and TCSC information may be protected by federal or state law, TCSC policy, the MOU, contractual obligations, and professional standards. “Confidential Information” includes all nonpublic information obtained through the individual’s Club role or TCSC access, regardless of whether it is written, electronic, verbal, visual, or otherwise recorded.

The undersigned agrees to:

Access Confidential Information only when authorized and only to perform assigned responsibilities under the MOU.

Use Confidential Information solely for the educational, internship, work-based learning, or program purpose for which access was granted.

Not disclose, discuss, copy, photograph, download, transmit, post, or otherwise share Confidential Information with any unauthorized person, including other Club personnel who do not have an authorized need to know.

Avoid discussing student information in hallways, public areas, social settings, personal messaging applications, or any location where unauthorized persons may hear or view it.

Follow all TCSC instructions concerning privacy, record handling, data security, retention, and destruction.

Immediately notify TCSC if access is no longer necessary, the individual’s role changes, or the individual separates from the Club.

3 TCSC SYSTEMS AND SECURITY REQUIREMENTS

Use only the account, device, system, and level of access specifically assigned or approved by TCSC.

Keep passwords, authentication codes, keys, badges, and other access credentials confidential and never share them with another person.

Use reasonable security safeguards, including locking screens, securing paper records, protecting devices from unauthorized access, and using only TCSC-approved methods to store or transmit information.

Not place student information in a personal email account, personal cloud-storage account, unapproved application, removable media, or personal device unless TCSC has expressly authorized that use in writing.

Not attempt to bypass security controls, expand access privileges, inspect information unrelated to assigned duties, or use TCSC systems for an unauthorized purpose.

Comply with TCSC acceptable-use, technology, cybersecurity, and records-management requirements communicated to the undersigned.

4 INCIDENT REPORTING AND COOPERATION

The undersigned shall immediately report any actual or suspected loss, unauthorized access, improper disclosure, cybersecurity incident, misplaced record, lost device, compromised password, or other confidentiality concern to both the designated Club supervisor and the TCSC contact identified below. The undersigned shall preserve relevant information, cooperate with TCSC's investigation and response, and shall not independently notify a student, family, media outlet, or outside party unless directed by TCSC or required by law.

5 REQUESTS FOR RECORDS AND EXTERNAL COMMUNICATIONS

The undersigned shall promptly refer subpoenas, public-records requests, parent or student records requests, law-enforcement inquiries, media inquiries, and other requests for Confidential Information to TCSC. The undersigned shall not independently respond or release records unless specifically authorized by TCSC.

6 RETURN, DELETION, AND CONTINUING DUTY

Upon TCSC's request, expiration or termination of the MOU, completion of the placement, or the end of the undersigned's assigned role, all TCSC records, copies, notes, files, devices, credentials, keys, and other materials shall be returned or securely destroyed as directed by TCSC.

The duty to protect Confidential Information continues after system access ends and after the undersigned's employment, service, or affiliation with the Club ends.

The undersigned shall provide written confirmation of return or destruction when requested by TCSC.

7 ENFORCEMENT AND REMEDIES

TCSC is an intended beneficiary of this Agreement and may enforce it directly. A violation may result in immediate suspension or termination of access, removal from the program or worksite, notification to the Club, corrective or disciplinary action by the Club, and any other remedies available under the MOU, applicable law, or equity. Because an unauthorized disclosure may cause harm that cannot be fully remedied by money damages, TCSC may seek injunctive or other equitable relief when appropriate.

This Agreement does not expand the undersigned's authority to access student records or TCSC systems. Access remains limited to the permissions granted by TCSC and the MOU. If a provision of this Agreement conflicts with a TCSC instruction or a more protective legal requirement, the more protective requirement shall control.

8 ACKNOWLEDGMENT AND CERTIFICATION

By signing below, I certify that I have read and understand this Agreement and the applicable confidentiality and security requirements of the MOU. I agree to comply with these requirements and understand that TCSC may revoke my access at any time. I acknowledge that I am personally responsible for protecting the Confidential Information and access credentials entrusted to me.

TCSC Contact		Club Supervisor	
TCSC Email/Phone		Club Email/Phone	

Club Personnel Member Signature

Date

Printed Name

Club Job Title / Role

Club Supervisor Signature

Date

TCSC Approval / Authorized Representative

Date