

**MEMORANDUM OF UNDERSTANDING  
& LICENSE AGREEMENT**

**BETWEEN  
The Curators of the University of Missouri on behalf of  
Mizzou Academy, College of Education, U.S.A.**



**AND  
Columbia Public Schools**

This Memorandum of Understanding and License Agreement is entered into as of July 1, 2020, by and between Columbia Public Schools , following the decision taken by the school board on (date)....., and The Curators of the University of Missouri, a Missouri public corporation, on behalf of the College of Education’s Mizzou Academy/University of Missouri High School (hereinafter referred to as “University” or “Mizzou Academy”) within the United States of America. Columbia Public School is sometimes referred to herein as a “Party”.

WHEREAS, for over 100 years, Mizzou Academy has provided options for students to achieve educational opportunities not found in their regular pathways, through innovative online, blended, and CoTeach<sup>SM</sup> course delivery, including the ability to earn an accredited high school diploma leading to pre-admittance into the University of Missouri for qualified individuals; and

it is the intention of this document to reach an agreement which facilitates the free movement of students and provides joint recognition of specific study activities, elements of each syllabus and academic qualifications issued by these educational institutes and given that no such partnership currently exists,

a structured collaboration between high schools is necessary, to collaborate on the education of students in the Columbia Public School system.

WHEREAS, Columbia Public Schools desires to make Mizzou Academy’s content available to students throughout their system upon the terms and conditions contained herein.

**Article I: Executive Summary**

**Mizzou Academy in the University of Missouri’s College of Education (“MK12”)** agrees to collaborate in a relationship with **Columbia Public Schools** in the Program as defined herein, to leverage the Mizzou Academy course content and teacher expertise to address educational needs.

**Article II: Objectives**

The unique collaborative program (“Program”) by Mizzou Academy and Columbia Public Schools includes the following objectives:

II.1 License content in K-8 to provide through the Columbia School System

To include:

- K-5 Elementary Program
- Mizzou Global Scholars Program
- High School courses utilized for advanced coursework for 6-8 students

II.2 Enroll 9-12 students in High School Courses as needed.

**Article III: The Agreement**

III.1 **License K-5 Curriculum.** Mizzou Academy will license the K-5 curriculum to Columbia Public Schools. This will include access to all curriculum materials, as well as, a half-day orientation before the start of the school year, and bi-weekly meetings with MK12 Coordinator. There will also be access to MK12 for ongoing support questions. Curriculum will include:

- K-2 – English Language Arts, Math, Science
- 3-5 – English Language Arts, Math, Science, Social Studies

III.2 **License Mizzou Global Scholars.** Mizzou Academy will license the Mizzou Global Scholars Program to Columbia Public Schools. This will include access to all curriculum materials, as well as, a half-day orientation before the start of the school year, and bi-weekly meetings with the MK12 Coordinator. There will also be access to MK12 for ongoing support questions. Curriculum will include:

- Level 1 Mizzou Global Scholars – Student & Teacher Editions
- Level 2 Mizzou Global Scholars – Student & Teacher Editions
- Level 3 Mizzou Global Scholars – Student & Teacher Editions

III.3 **High School Courses Utilized for Advanced Coursework for 6-8 Students.** Columbia Public Schools will enroll students in appropriate High School courses to provide enrichment opportunities for students with advanced capabilities.

III.4 **Pricing Agreement.** Columbia Public Schools agrees to pay the following pricing for the 2020-2021 school year (including all enrollments processed through June 30, 2021). All future year pricing will be negotiated before that academic year:

1. **License K-5 Curriculum.**

4.1..1. **Annual Program Fee** - \$10,000

4.1..2. **Pricing Per Grade**

<b>1<sup>st</sup> Quarter (2 units)</b>	<b>Per 100 students (1-4 teachers)  Pricing is per subject/per grade/per quarter</b>	<b>Up to 200 students (5-10 teachers)</b>	<b>Up to 300 students (11-15 teachers)</b>
English Language Arts (K-5)	English Language Arts \$1,000	English Language Arts \$500	English Language Arts \$250
Math (K-5)		(Total: \$1,500)	(Total: &1,750)
Science (K-5)	Math \$500	Math \$250	Math \$125
Social Studies (3-5)		(Total: \$750)	(Total: \$875)
<b>Special Pricing: \$10,000 for up to 300 students and 15 teachers</b>	Science \$500	Science \$250	Science \$125
		(Total: \$750)	(Total: \$875)
	Social Studies \$500	Social Studies \$250	Social Studies \$125

		(Total: \$750)	(Total: \$875)
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2. License Mizzou Global Scholars.

4.2..1. Annual Program Fee: \$10,000

4.2..2. Pricing Per Level

<b>Per 100 Students</b> <b>(1-4 Teachers)</b> <b>Per Quarter (5 Lessons)</b>
Level 1 - Community Leadership: \$1,500
Level 2 - Connectedness: \$1,500
Level 3 - Human Rights: \$1,500

3. Additional Course Pricing

Global Middle and High School, and World Languages	Advanced Placement
\$250/per student/per course/per semester	\$325/per student/per course/per semester
*Some extra materials may also be required	*Some extra materials may also be required

**Article IV: License for the Use of Indicia of the University of Missouri**

- IV.1 The University of Missouri hereby grants CPS a Limited Revocable License to use the University's TRADEMARKS only for use on materials to promote the University of Missouri and CPS's collaboration in education with MK12 and the College of Education, and with approval by MK12.
- IV.2 Upon completion of the project, CPS shall immediately cease use of the University's TRADEMARKS. If CPS desires to use the University's marks on any additional items or advertising bearing the marks of the University or wishes to extend this agreement, they must obtain a new license from the Licensing Office of the University.
- IV.3 Nothing herein shall give CPS any right, title, or interest in any Indicia of the Universities except the limited interest specifically stated in this Agreement, and all benefit of any use of the Indicia shall inure to the benefit of University.
- IV.4 To the fullest extent of the laws, CPS agrees to indemnify and hold harmless the University, and officers, employees, servants, or agents thereof, from any and all liability arising from the use of the TRADEMARKS pursuant to this agreement.

**Article V: Intellectual Property**

- V.1 Intellectual Property Defined. “Intellectual Property” means, without limitation, any and all United States and foreign patents, industrial design, plant variety, trademarks, trade names, copyrights, trade secrets, trade dress, know-how or other intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic (including the United States, or any other foreign country).
- V.2 University Ownership of IP. The University shall own the entire right, title and interest in the Mizzou Academy Handbook, Standard U.S. Curriculum, Enrichment Program, Elective Curriculum, and any other course/curriculum content (collectively “University Content”), including any and all Intellectual Property Rights therein within the United States, Italy, their territories and possessions, and all foreign countries. To the extent that CPS creates or makes any suggested edits, revisions, or other contributions to the University Content (collectively “School Content”) under or pursuant to this Agreement, CPS agrees to assign and transfer and does hereby assign and transfer to University the entire right, title and interest within the United States and Italy, their territories and possessions, and all foreign countries, in and to any and all Intellectual Property in the School Content. This assignment includes all income, royalties, damages, claims and payments now or hereafter due or payable with respect to such School Content and Intellectual Property therein; all causes of action, either in law or in equity, for past, present, or future infringement of any rights related to such School Content and Intellectual Property therein; and all rights corresponding to any of the foregoing, throughout the world. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint CPS has in such School Content, CPS hereby waives those rights as to University, its successors, licensees or assigns.

## Article VI: Applicable Law

This Contract shall be governed by the laws of the State of Missouri, United States of America, without regard to its conflicts of law’s provisions. Each Party hereto (i) consents to and waives any objections to personal jurisdiction, service of process, and venue in the state courts located in Boone County, Missouri, and (ii) agrees that any action arising out of or relating to this Agreement will be filed and prosecuted only in such courts.

## Article VII: Term & Termination

- VII.1 **Modifications.** This agreement may be modified by mutual written consent.
- VII.2 **Term.** The project will span one year of study from July 1, 2020 to June 30, 2021, and can be renewed for additional periods if agreed upon by both parties, in writing.
- VII.3 **Termination.**
1. This agreement may be terminated by either party with six months written notice to the other party.
  2. By either Party by written notice to the other Party in the event the other Party defaults in its performance of any of its obligations hereunder (other than the payment of money when due), and such default is not cured within thirty (30) days of notice thereof from the non-defaulting Party. If the default involves the non-payment of money when due, the non-defaulting Party may terminate this Agreement by providing written notice thereof not sooner than ten (10) days following the due date.

## Article VIII: Treatment of Personal Data

- VIII.1 **Personal Data** The parties mutually undertake to process and store data and information, both on paper and in electronic form, relating to the performance of activities attributable to this agreement pursuant to art. 5, in compliance with current legislation.

**VIII.2 FERPA Compliance** This Contract shall be governed by the laws of the State of Missouri, United States of America, without regard to its conflicts of laws provisions. Each Party hereto (i) consents to and waives any objections to personal jurisdiction, service of process, and venue in the state courts located in Boone County, Missouri, and (ii) agrees that any action arising out of or relating to this Agreement will be filed and prosecuted only in such courts.

### **Article IX: Notifications**

All notices, requests, and consents shall be in writing and deemed given when delivered via email to the accounts listed below, or such other account as a party may from time to time indicate in writing to the other party:

1. Columbia Public Schools
  - President, Board of Education
  
2. University – Mizzou Academy
  - Kathryn Chval

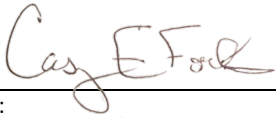
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The undersigned agree to this MOU on behalf of their respective parties:

**SIGNATURES**

**The Curators of the University of Missouri**

**Columbia Public Schools**



BY: \_\_\_\_\_

BY: Name \_\_\_\_\_

ITS: **Casey Forbis  
Sr. Business Svcs Cons.**

ITS: \_\_\_\_\_

**5/28/2020**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to  
Legal Form



May 28, 2020