

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THOMASVILLE CITY SCHOOLS/THOMASVILLE CITY BOARD OF
EDUCATION AND
COMMUNITIES IN SCHOOLS OF THOMASVILLE, INC.**

THIS MEMORANDUM OF UNDERSTANDING (Agreement) sets forth the terms and conditions for cooperation and support in regard to the establishment, operation, and promotion of the collaborative partnership between the Thomasville City Board of Education ("TCBE") and Communities in Schools of Thomasville, Inc., a North Carolina Non-Profit Corporation ("CIS"). The parties to this Agreement will work cooperatively to provide high quality services that are responsive to the educational development needs of youths who are enrolled within the program provided by and supported by CIS.

**SECTION I
Mutual Understanding, Common Roles and Responsibilities**

Through this Agreement, the parties hereto agree to the following:

Oversight of Thomasville Program: The parties acknowledge that the CIS program is a mentoring and support program targeting the needs of at-risk students enrolled in Thomasville City Schools, which program utilizes both paid staff and volunteer efforts, all of which is a separate and distinct entity from the TCBE. As such, CIS shall be responsible for all the decisions concerning program elements, activities, and general operation of the program and services provided to the students enrolled within the program provided by and supported by CIS. The Executive Director of CIS and Superintendent of Thomasville City Schools shall be consulted in regards to any major changes that effect the overall implementation of said program. The Superintendent of the Thomasville City Schools, or designee, shall be authorized to monitor and take such immediate action as may be reasonably necessary to protect the interests of all students, TCBE staff, CIS staff and volunteers affiliated with the CIS program while on school grounds or in the accompany of a Thomasville City School student enrolled in the CIS program.

The TCBE agrees to allow the CIS Board of Directors to operate the program and the services delivered as autonomously as practicable absent legal, policy or financial issues or constraints, understanding that there may be instances relating to student/staff safety and performance which would require the TCBE and/or Superintendent of Thomasville City Schools, or designee, to act without the prior consent and approval of CIS and subject to final approval of recommendations made by the CIS Board of Directors to the Thomasville City Board of Education, including use of assigned space within TCBE property, staff assignments, schedules, budget, and leadership and governance. The level of autonomy must be sufficient to allow the CIS program to become fully functional.

SECTION II

Partner Specific Roles and Responsibilities

Thomasville City Board of Education

In the implementation of this program, the TCBE may employ, lend, and otherwise assign to CIS and CIS may accept certain TCBE employees to serve in one or more capacities so as to establish and operate the CIS program consistent with the terms and conditions of this agreement. The TCBE hereby agrees that they will bear the sole financial responsibility for and payment of CIS Site Student Support Specialist's salary, FICA, retirement, and medical benefits and continued enrollment in the North Carolina Teachers' and State Employees' Retirement System (TSERS), as long as said positions and individuals remain employees of TCBE. Additionally, the TCBE hereby agrees that they will bear the financial responsibility for and payment of the salary of an administrative assistant. Said administrative assistant shall primarily serve and report to the CIS Executive Director, with some administrative duties for Thomasville City Schools with the Central Office, and with the understanding that said administrative assistant shall remain an employee of TCS subject to the terms and conditions of this agreement.

TCBE further agrees that they will provide payroll processing, including all benefits and associated reporting for grant funded positions and program staff (Pregnancy Prevention Program, Teen Parent Program, Part-time Pregnancy Prevention Program) and shall invoice CIS monthly any and all costs associated with said programs, including, but not limited to, the costs of salaries and benefits referenced herein and any additional personnel costs incurred by TCS as a result of the operation of said program, such as contract or additional services including after-school programs and bus drivers.

While assigned to CIS, each borrowed employee who is compensated or receiving benefits from TCBE identified above shall remain an employee of the TCBE and be afforded the same minimum due process protections as set forth in TCBE policy or Chapter 115C of the North Carolina General Statutes. At no time shall the CIS Board of Directors have the exclusive right to terminate said employees' employment with the TCBE or otherwise discipline said employees without the consent of the TCBE or its designee.

Those employees of CIS (currently the Executive Director of CIS) who are receiving no compensation or benefits from TCBE shall remain employees of CIS and shall be subject to such policies and duties as may be assigned by the CIS Board of Directors in collaboration with the Superintendent of the Thomasville City Schools, or designee, and subject to the authority granted to the Superintendent of the Thomasville City Schools, or designee, pursuant to this MOU.

Personnel/Employment/Volunteers: All initial employment decisions for those who will be compensated or provided benefits from TCBE must be approved by the TCBE based on the recommendations made by the CIS Board of Directors and the Superintendent of Thomasville City Schools. The CIS Board of Directors and Superintendent of Thomasville City Schools, or designee, will interview and recommend to the TCBE all employees who may be subject to this Memorandum of Understanding. Additionally, the CIS Board of Directors will provide feedback and make recommendations regarding the annual evaluation of said employees to the Superintendent of the Thomasville City Schools.

As set forth in TCBE policy and Chapter 115C of the North Carolina General Statutes, the Superintendent of Thomasville City Schools, with the collaboration of the CIS Board of Directors, or their designee, will be responsible for employment decisions subsequent to initial employment with the TCBE, including but not limited to reprimands, warnings, suspensions or dismissal. Said decisions, when practical, shall be made following consultation and discussion with the CIS Board of Directors or its designee. In the event that an employment decision as set forth herein must be made immediately in the best interests of student or faculty safety or in the overall best interests of the Thomasville City Schools, in which time is of the essence, and it is impossible or impractical for the Superintendent to confer with the CIS Board of Directors or their designee, the Superintendent may act on his or her own sole discretion consistent with TCBE policy and Chapter 115C of the North Carolina General Statutes. In the event of such a decision, the Superintendent should notify the Chair of the CIS Board of Directors within 24 hours of said decision. The Superintendent of the Thomasville City Schools, or designee, shall be responsible and is hereby authorized to monitor, supervise and provide immediate directions to all students, TCBE staff, CIS staff and volunteers affiliated with the CIS program while on school grounds or in the accompany of a Thomasville City Schools student enrolled in the CIS program.

Additionally, The Thomasville City Board of Education agrees to:

1. Utilize CIS Site Student Support Specialists to reach the goals of student success and allow CIS Site Student Support Specialists to provide the services listed herein.
2. Collaborate with the CIS Executive Director and CIS Site Student Support Specialists for the purpose of the creation of annual site plans and throughout the school year on a regular basis to provide timely and consistent information regarding problems or issues.
3. Provide access to a workspace location at all sites for the appropriate delivery of programs and services, including telephone, and Internet access, and provide normal office supplies and use of office equipment at no charge.
4. Make relevant student data available to CIS in a timely manner for the purpose of monitoring and evaluating student progress, including items such as student attendance, grades, behavior incidents, and promotion/graduation status. Allow CIS to enter relevant student data into the CIS Data Management System (CISDM).
5. Provide use of school facilities, including but not limited to classrooms, meeting rooms, cafeterias, gyms, offices, and auditorium space at no charge.
6. TCS agrees to perform the background checks for all new staff hired. The background checks will be consistent with checks performed on all TCS employees. Cost of the background checks will be paid by TCS. TCS will keep all records for the staff background checks on file in the TCS HR office.

Communities in Schools of Thomasville will:

1. Employ and bear the sole financial responsibility for and payment of, including a cell phone,

an Executive Director of CIS who shall remain at all times an employee of CIS, subject to the terms and conditions of this MOU.

2. CIS will provide cell phones for all Site Student Support Specialists at the expense of CIS.
3. Partner with Thomasville City Schools in reaching the goals of student success by:
 - Assigning CIS Site Student Support Specialists to identified students to provide wrap-around services including:
 - i. Family engagement, parent leadership, and adult education.
 - ii. Extended learning opportunities and youth development.
 - iii. Coordination, referral and financial assistance (if needed and funding is available) for physical, dental, mental health and social services.
 - iv. Coordination with internal and external advocates to ensure student needs are being met.
 - v. Coordination and referral for after-school, mentoring and tutoring as appropriate.
 - vi. Other services as necessary to meet the individual needs of the student and family.
 - CIS will secure a signed parental agreement and coordinate regular parent meetings for each identified student.
 - CIS staff will work with each school site to collect necessary data and provide other support as needed.
 - CIS Site Student Support Specialists will serve on Advisory Councils to review data points and determine next steps for identified students.
4. Provide a designated contact person to which Thomasville City Schools may direct all questions, suggestions and concerns regarding the services provided or students within the program (confidentiality procedures may restrict information available on students).
5. Develop and operate programs and services that further the mission of Communities In Schools of Thomasville. Secure additional resources as available to meet unmet student/family needs. Programs and services are based on the CIS Five Basics which are:
 - i. A one-on-one relationship with a caring adult (mentors, tutors);
 - ii. A safe place to learn and grow (after-school programs/cultural, social and sporting events, family strengthening);
 - iii. A healthy start and a healthy future (access to health services and education);
 - iv. A marketable skill to use upon graduation (career fairs, college access, career planning);
 - v. A chance to give back to peers and community (service learning opportunities).
6. Provide timely and consistent communication regarding problems or issues in the effective delivery of the program or service.
7. Maintain the security and confidentiality of all student information.
8. Conduct a needs assessment at each CIS school site to determine needed resources and services as shown in the CIS Model.

9. Develop an annual site plan, for each school where CIS has a presence, that provides written expectations and goals for each school year by which the effectiveness of the services delivered can be evaluated.
10. Create tools to measure progress or agreed upon outcomes. Gather data for outcome measurement and goal planning.
11. Provide volunteers to all TCS schools to serve in capacities such as tutors, mentors, proctors and other requests as needed. CIS will ensure that all volunteers will be screened and go through an orientation process. On request, CIS will also provide background checks for all volunteers in the schools.
12. Per CIS bylaws, the Superintendent of TCS shall serve on the CIS Board of Directors and will also serve on the Executive Board of CIS.
13. The CIS Executive Director will report on programs and services to the TCBE once a year either at a Board Briefing or during a regularly scheduled Board meeting.

SECTION III

Indemnification Agreement: Except as set forth herein, the TCBE and CIS hereby agree to share equal responsibility, including but not limited to financial responsibility, with respect to any and all loss, damage, claim, obligation, liability, costs and expense (including without limitation, reasonable attorneys' fees and costs and expenses incurred in investigating, preparing, defending against, or prosecuting any litigation, claim, proceeding, or demand) of any kind or character arising out of or in connection with the operations, transactions or services to be carried out pursuant to this Agreement. Each party hereto agrees to indemnify and hold the other party harmless to the extent of one-half (1/2) of any such loss, damage, claim, obligation, liability, cost or expense as set forth above.

Term: The Agreement by and among the parties will be for a term of one (1) year subject to being renewed by the parties upon their mutual written consent for as many additional one (1) year terms as the parties may desire. The parties will work in good faith to prepare and enter into such definitive agreements and documents as may be reasonably necessary to accomplish the intent and purposes stated herein.

Signatures: By signature hereto, the parties attest to participation of the development of this Agreement and will support and implement the provisions contained herein.

Duration

This agreement will cover programs and services provided during the time period between July 1, 2018 and June 30, 2019.

SECTION IV

This agreement may be amended or terminated at any time by an agreement in writing executed by authorized representatives of Communities In Schools of Thomasville and Thomasville City Schools.

THOMASVILLE CITY BOARD OF EDUCATION

Cate Gentry, Superintendent

Date

COMMUNITIES IN SCHOOLS OF THOMASVILLE, INC.

Mary Jane Akerman, Executive Director

Date