

MEMORANDUM OF UNDERSTANDING

This Agreement is made by and between Community Actions Opportunities hereinafter referred to as "CAO" and the Madison County Board of Education hereinafter referred to as "MCS".

CAO is proud to have a strong working partnership with the Madison County Schools that enables the organization to extend its programs into Madison County and the areas served by MCS. CAO provides a much-needed service to Madison County children and their families as they prepare to enter Kindergarten. CAO provides high-quality and inclusive comprehensive education, health and family support services to qualifying children and families encompassing all aspects of early childhood education and family engagement.

The Madison County School system is also proud to participate in this partnership which will help toward our goal of serving the families of our students and staff. MCS recognizes the importance of high-quality early childhood education in supporting the educational success of children in all developmental domains.

This agreement will serve as an outline of an understanding between these organizations.

I. RESPONSIBILITIES OF CAO:

- a. CAO will implement programs focused on the development and early education of students located in the Madison County Schools. Programs offered will include Head Start and NC Pre-K and may involve other programs and sites as interest warrants and permission is granted by the Madison County Schools.
- b. CAO will maintain the following insurance coverage:
 - Comprehensive general liability, including products and completed operations liability, contractual liability, property damage liability, bodily injury liability, and personal injury liability insurance with limits of at least \$1,000,000 per occurrence combined single limit.
 - Workers' compensation insurance in accordance with the laws of North Carolina and Employers' Liability insurance with limits not less than \$1,000,000 per accident and \$1,000,000 each employee injury by disease.
 - Umbrella liability insurance with occurrence and policy aggregate limits with limits of at least \$1,000,000.
- c. CAO shall indemnify and hold harmless Madison County Schools from any and all liability, suits, claims, demands, actions and costs and expense of any such kind or nature whatsoever, including attorney's fees, caused by or arising out of any manner of activities or functions by CAO's use or occupancy of the property, or any injury to person or persons, including death resulting at any time from the activities of CAO or occurring while any individual is on the property of the Madison County Schools for a CAO purpose except and unless said injury or death is the result of negligence on the part of the Madison County Schools or its agent.

- d. CAO will conduct an orientation for all Site Teachers, Education Supervisors, and Support Staff for CAO Early Education Programs prior to their beginning at a school site, covering all parts of this agreement and school regulations. First aid and CPR certification must be received at least 90 days after employment for all new CAO staff. All new site employees will be introduced to the Principal and Office personnel. The CAO Education Supervisor will conduct an orientation and review of the MOU at the beginning of the school year with the school Principal and meet again at the close of the school year for an evaluation and overview of the CAO program.
- e. CAO shall complete a comprehensive background check on all employees who will provide services pursuant to this Memorandum of Understanding, which shall include a check of the sex offender registry as specified in MCS policies.
- f. Jessica Lunsford Act: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. CAO agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. MCS prohibits any personnel listed on such registries from being on any property owned or operated by MCS and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by CAO and reported to MCS's Superintendent or designee, if CAO's employees will be working directly with students
- g. It will be the responsibility of CAO to report to the School Office in writing any unsafe condition that exists at the school site. CAO will also advise the Principal of this condition.
- h. It will be the responsibility of CAO to notify the Principal and MCS Facilities and Maintenance Departments of any planned modifications/renovations to the facilities or grounds that involve significant changes. Work orders to the MCS Maintenance Department must be initiated and submitted by the school designee only.
- i. It will be the responsibility of CAO to provide MCS with basic demographic and family contact information of all students enrolled in Head Start classrooms located within MCS for purposes related to emergency preparedness and response. Student data will be maintained in a non-reporting school placement in MCS data management system.
- j. It will be the responsibility of CAO to provide MCS a written update annually of the licensed space that is being utilized at all locations, as well as a report of any changes that are made in the use of licensed spaces between annual reports.

II. RESPONSIBILITIES OF MADISON COUNTY SCHOOLS:

- a. Will provide copies of this agreement and orientation opportunities on this MOU to school Principals and Assistant Principals.

- b. Location of Modular Units and any classroom space is to be agreed upon by MCS and CAO. MCS will provide access as agreed upon to restrooms, multipurpose areas, gymnasium, cafeteria, library, modular classrooms, and use of outside playground areas on regularly scheduled school days and teacher workdays by the school Principal and CAO Education Supervisor.

2022-2023 Madison County Schools Head Start Locations:

Brush Creek Elementary
Mars Hill Elementary

- c. Cleaning: CAO is responsible for cleaning the Modular classrooms it owns and uses. CAO will maintain the property in accordance with State NCDCDEE licensing requirements and commonly held expectations. Based on the CAO requirements for Bi-Annual carpet/flooring cleaning, the CAO will be responsible for coordinating a qualified outside cleaning contractor. (Qualifications based on MCS cleaning guidelines). CAO is also responsible for sanitizing all classroom materials/play items. Custodial duties in school areas used by CAO will be cleaned by the scheduled MCS custodial staff.
- d. Will make possible for CAO to access telephone and internet at each site, following MCS standards.
- e. Allow for access of parents to the program site following MCS site safety plan and procedures.
- f. Schools will provide the opportunity for CAO Education Supervisor to make a presentation about the program and to answer questions at a school staff meeting.
- g. Will collaborate with CAO to promote family engagement by extending invitations to school and PTA/PTO activities as well as providing access to family support programs.
- h. Will assist CAO with child recruitment and in the distribution of material related to program development.
- i. For issues and concerns about the program, MCS personnel should contact their Principal and he/she will in turn, communicate the information to the CAO Site Director and the School Liaison.

III. MUTUAL COVENANTS

- a. Transition: Cooperative efforts will be maintained to assure smooth transitioning of those students enrolled in the CAO Programs who will be attending Madison County Schools in order to ensure that students are placed in the most appropriate kindergarten setting relative to their strengths and challenges. CAO will provide child outcome data of children transitioning into MCS. MCS may utilize child outcome data by sharing with principals to use for class placement, kindergarten teachers to be better prepared for children to enter their classrooms in the fall and to identify children for academic and social emotional support.

- b. Title I Collaboration: MCS literacy coaches will be available to provide early literacy training to CAO staff.
- c. Communication: MCS and CAO staff will meet twice a year or more often as needed to ensure continued collaboration focused on student success.
- d. Non-Federal Match: MCS and CAO recognize that Head Start requires a non-Federal match for the Federal funds. CAO uses the fair market rental value of MSC space provided to CAO for Head Start for non-Federal match.
- e. Termination: This Agreement may be terminated by either party hereto upon ninety (90) days written notice to the other.
- f. Independent Contractor: It is understood that CAO executes this Agreement as an independent contractor and that CAO shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Agreement. This Agreement is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. CAO agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold Board harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by MCS on behalf of the CAO or the employees of CAO. No Worker's Compensation Insurance shall be obtained by MCS concerning CAO or its employees.
- g. Discrimination: If applicable, CAO and any subcontractors employed by CAO shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
- h. FERPA Compliance: CAO hereby agrees to abide by all MCS policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety. If MCS provides CAO with personal identifiers or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), CAO hereby certifies that collection of this information is necessary for the performance of CAO's duties and responsibilities under this Agreement. CAO further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and

that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.

- i. Anti-Trust: This Agreement has been entered into in compliance with state and federal antitrust laws. CAO certifies by entering into this Agreement:
 - a) That CAO and/or any of its Principals is not presently debarred, per the State's website (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State.
 - b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
 - c) CAO shall provide immediate written notice to the Board if, at any time, CAO learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- j. Assignment: Unless agreed to in writing by MCS, the Agreement is not assignable.
- k. Compliance with Law: CAO agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and relevant MCS Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement. CAO declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.
- l. Choice of Law: The Parties agree that the Agreement was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Agreement, as to interpretation and performance. It is further agreed that the place of this Agreement, its situs and forum, will be in the county in North Carolina where the Board's Central Office is located. The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where the Board's Central Office is located.
- m. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such part is unable to prevent.

- n. Integration & Amendment: The Agreement is fully integrated and represents the entire understanding between the Parties. The Agreement may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Agreement, nothing contained in the Agreement is intended to benefit any third party. The Agreement shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Agreement shall not be construed solely against the Board.
- o. Severability: The Agreement is severable and if any provisions of the Agreement are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of this Agreement shall remain valid and enforceable.

The parties hereto, by agreeing to this Memorandum of Understanding, acknowledge and covenant each with the other that there may be from time to time matters of any operational nature which were not included in this Agreement; however, such matters will be subject to separate understandings between the CAO and the MCS.

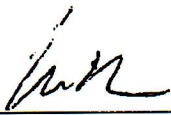
The terms of this agreement shall commence upon signature of both parties. Any changes to this agreement must be made in writing and signed by both parties.

Community Actions Opportunities:

By:  _____

Date: 08/21/2023

Madison County Schools:

By:  _____

Date: 8/24/23