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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is made this ____ day of _____, 2020, between Unified School District #261, Sedgwick County, Kansas (the "District"), and The Pando Initiative, Inc., a Kansas not for profit corporation.

RECITALS

WHEREAS, The Pando Initiative helps young people at-risk of dropping out of school to successfully learn, stay in school, and prepare for life by connecting needed community resources with selected schools.

WHEREAS, The Pando Initiative believes that each young person needs and deserves individualized support. As a means of helping each student to develop his or her unique potential, The Pando Initiative focuses on providing the following fundamental resources to each student it assists: (1) a one-on-one relationship with a caring adult; (2) a safe place to learn and grow; (3) a healthy start and a healthy future; (4) a marketable skill to use upon graduation; and (5) a chance to give back to peers and community.

WHEREAS, The Pando Initiative staff and District support staff can form a multi-disciplinary team to offer at-risk students and their families access to the services needed to solve social, educational, health and emotional problems impeding student success. This education, health, and human service delivery system emphasizes the principles of connectedness, accountability, and teamwork.

WHEREAS, the District and The Pando Initiative have worked together since 2000 on numerous programs to provide resources and services to at-risk students at designated school sites.

WHEREAS, the District and The Pando Initiative recognize the value of these collaborative efforts and intend to continue them on a year to year basis with the objective of providing more and improved services and resources to at-risk students.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and representations set forth herein, the parties hereto do hereby agree as follows:

1. District Liaison with The Pando Initiative. In order to facilitate communication between the District and The Pando Initiative, the District will designate one of the District's employees or BOE members (the "Designee") as the District's liaison with The Pando Initiative. The Designee will establish and maintain regular communication between The Pando Initiative and the District, as necessary to carry out the collaborative effort between the District and The Pando Initiative contemplated by this Memorandum. The Designee will assist The Pando Initiative in communicating with the District by, for example, (i) identifying the appropriate department and persons to work with The Pando Initiative to carry out the collaborative effort between the District and The Pando Initiative, and taking such other steps as are reasonably necessary to facilitate such collaboration, and (ii) assisting The Pando Initiative in cultivating and maintaining a cooperative working relationship between the appropriate District departments and The Pando Initiative so that The Pando Initiative can be utilized, when appropriate, to advise the District on community resources offered to the District for at-risk students and their families. The Designee will serve as a non-voting member of The Pando Initiative Board of Directors.

2. Identification of At-Risk Students. The District and The Pando Initiative will work together to identify at-risk populations in schools within the District that are suitable for special attention and resources, including those for whom the implementation or development of The Pando Initiative model should be attempted.

3. Site Issues. At the school sites that are listed on **Exhibit A** hereto, which list may be amended by The Pando Initiative and the District from time to time, The Pando Initiative and the District's site personnel will enter into a Student Support Plan as to the terms and conditions upon which The Pando Initiative will coordinate the delivery of existing volunteer and social services to at-risk students and their families and upon which the School will provide the essential support required to successfully implement The Pando Initiative model. Such Student Support Plan will be in substantially the form of **Exhibit B** to this Memorandum, and shall not require further approval by the District. Each new Pando Initiative site will include, at a minimum:

(a) a Pando Initiative Student Support Advocate;

(b) the District support services personnel as well as indicated community agency personnel and volunteers; and,

(c) appropriate staff development about The Pando Initiative for teachers, administrators, and other site personnel to enhance the success of identified students.

In addition, at each school site, The Pando Initiative and the District's site personnel will enter into a confidentiality agreement, substantially in the form of **Exhibit C** hereto.

4. School Support Plans; Annual Report on Program Outcomes. For each existing site, no later than October 10th of each school year, the District staff and The Pando Initiative will

work together to develop a Site Operations Plan. Since School Support Plans do not typically include District services, The Pando Initiative will document the services provided by the District, The Pando Initiative and participating community professionals, organizations, and corporations. The Pando Initiative will annually report its activities and outcomes to the District. At comprehensive The Pando Initiative sites, the report will measure student outcomes as reflected in the areas of academics, behavior, attendance, and parental involvement.

5. The Pando Initiative Staffing. The role of a Pando Initiative staff member assigned to a school is to supplement staff and services at the School, not to serve as a substitute for them. The Pando Initiative staff members will generally perform the roles outlined on **Exhibit D**, attached hereto. The Pando Initiative staff will not be assigned regular or frequent school district personnel duties (e.g., hall monitoring, recess supervision, lunch supervision, door monitoring, teacher-in-charge duties, in school suspension room duties, substitute teaching, etc.) In the event of a personnel problem arising from a Pando Initiative employee or volunteer, The Pando Initiative will investigate and remove the personnel or volunteers if determined necessary, while the investigation is underway and until the matter is settled to the reasonable satisfaction of the District and The Pando Initiative. If the District requests the permanent removal of any Pando Initiative personnel or volunteers from a site due to conflict with District staff members, violation of District policy or applicable law, or pending criminal charges, The Pando Initiative will comply.

6. Site Closures. The Pando Initiative may, at any time, close any or all sites, as determined by The Pando Initiative, based upon The Pando Initiative's review of its financial resources (both at the particular site and overall), the cooperation of District personnel at such

site or district-wide, and such other factors as The Pando Initiative determines are relevant, from time to time. Prior to closing any site(s), The Pando Initiative will consult with the District.

7. Additional District Services. At a minimum, the District will provide The Pando Initiative staff with administrative and site office space, and telephone service/voice mail, and an internet connection as permitted by District policy. The Pando Initiative will take such steps as the District may reasonably require to comply with all federal and state laws regulating the privacy of any such information.

8. Miscellaneous. This Memorandum, together with the Exhibits hereto, governs the issues and understandings related to the development, implementation, and operation of The Pando Initiative model in the District, and contains the entire understanding between the District and The Pando Initiative with respect to the issues addressed. This Memorandum will be reviewed on an annual basis by the parties.

9. Term. The term of this Memorandum shall be one year and shall renew automatically every year unless one of the parties notifies the other of its intent to terminate this Memorandum in writing, at least 60 days prior to the earlier of (i) the anniversary of this Memorandum, or (ii) the commencement of the school year covered by such renewal term.

10. Property Insurance. The Pando Initiative will provide the District with a Certificate of Insurance detailing coverages for general liability, umbrella liability, including bodily injury and property damage, workers' compensation, automobile liability, including bodily injury and property damage, and crime coverage. The District will be shown as an additional insured under the liability insurance policies. In the case of liability and property damage insurance, the amount thereof maintained shall not be less than One Million Dollars ($1,000,000) per occurrence, including the assurance that The Pando Initiatives' insurance

company will provide ten (10) days' notice to the District of cancellation, amendment, or modification of The Pando Initiative insurance coverage. The Pando Initiative shall promptly investigate and make a full written report to the District within five (5) days of receiving knowledge of any accident or claim for damage relating to the ownership, operation and maintenance of the program, including any damage or destruction of or by the program, and the estimated cost of repair, and shall cooperate and make any and all reports required by insurance company in connection therewith.

11. Compliance with Law. The Pando Initiative, its employees and agents agree to comply with all applicable local, state and federal laws and regulations governing the program, its operation, and concerning its employees and volunteers. The Pando Initiative agrees to obtain and maintain all necessary licenses in order to operate the program.

12. Board Policy. The Pando Initiative shall abide by all policies, rules and regulations of the District, specifically, but not limited to, those regarding student privacy, District property or facilities, and the conduct of persons in or on District property or facilities, whether now or hereafter adopted.

13. Facilities Use. The use of the property or facilities will not, in any way, interfere with the operations of the District or any of the programs or activities of the District. The District property, facilities or equivalent will be used in a careful and prudent manner so as to prevent any loss, defacement or damage to them. Good order and discipline shall be maintained. If required for District purposes, it is understood that the right is reserved by the District to terminate this Agreement on short notice.

14. Indemnity. Each party agrees to indemnify and hold harmless, the other party, its officers, directors, members, employees, agents, successors and assigns from and against any and

all claims, demands, liability, causes of action, damages, costs (including reasonable attorney's fees and disbursements), and judgments made or incurred by or found against any of them resulting from or arising out of any breach or default by the other party or any other representation or warranty of said party under this Agreement, any term or provision of this Agreement, or the operation of the program. In addition, The Pando Initiative agrees (a) to pay for and assume full liability for any loss or damages to person or property or claims therefore resulting to or arising from its use of District property or facilities by The Pando Initiative or any individual granted access to the facility thereby, whether from an occurrence at the property or facility itself during such use, before or after such use, going to and from such use, in or about available parking areas or otherwise; and (b) to reimburse and hold harmless the District, its members, agents and employees thereof from any such loss, damage or claim, including but not limited to reasonable attorney's fees.

15. Background Check. The Pando Initiative agrees that The Pando Initiative staff, agents and employees, who will be on school property or in regular contact with students, will undergo a criminal history records check, the results of which will be furnished to the District. The Pando Initiative will remove any personnel or volunteers from the site upon the District's request if the results of a criminal history records check are not accepted by the District. The board can terminate employment if the results of the criminal history records check reveal that the employee has been convicted of any offenses specified in the law.

16. Limited Engagement. The Pando Initiative is an independent contractor, and is not an agent, servant or employee of the District. The Pando Initiatives' engagement with the District is limited solely to the operation of this program.

IN WITNESS WHEREOF, the District and The Pando Initiative, through their duly authorized representatives, have executed this Memorandum as of the day and year first written above.

Unified School District #261,
Sedgwick County, Kansas

By_____
USD 261 Board of Education President

The Pando Initiative, Inc.

By_____
Janet Sprecker, Chair of the Board

ATTEST:

_____
USD 261 Clerk of the Board

By_____
Penny Olsen, Executive Director

The mission of The Pando Initiative is to connect with students to help them engage and thrive in education and their future.

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EXHIBIT D

The Pando Initiative staff members will:

- Coordinate:
  - services to students and families
  - The Pando Initiative programs and activities
  - The Pando Initiative team at the school site
  - tutors, mentors and repositioned staff

- Recruit partners, volunteers and families for services.
- Maintain the evaluation and reporting process.
- Provide school-based and community-based referrals that will meet identified needs.
- Conduct a home visit or parent conference with each family to determine needs, clarify school policies/expectations and establish goals for the service/case plan.
- Asses family stability and determine additional needs through ongoing visits with students and families.
- Engage parents of referred students to encourage school participation.
- Conduct student groups to improve peer, family, and school relations (e.g. anger management, social skills, children of divorce support).

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The Pando Initiative Partnership Agreement

Exhibit C

Confidentiality in regard to access to school files.

1) The Pando Initiative Student Support Advocate is provided individual student grades, attendance and behavior records through the district in accordance with the Student Privacy Act.
2) The attached parental consent form allows the Student Support Advocate to share information about tl enrolled in Pando services with those who need to know, including information in school files.

The Student Support Advocate works with diverse volunteers, interns, and repositioned staff in delivering se to the child and will adhere to the following guidelines in sharing information contained in school files.

Access		Volunteer or Staff Category
X Yes	____ No	Tutors
X Yes	____ No	Mentors on-site Big Brothers/Big Sisters trained
X Yes	____ No	Undergraduate Interns* education psychology social work
X Yes	____ No	Graduate Interns psychology counseling social work
X Yes	____ No	Repositioned Staff psychologists counselors social workers

*This refers to undergraduate interns, such as social workers and cooperative education students, who will b the supervision of a Student Support Advocate or case manager.

In all cases, volunteers, interns, and repositioned staff will be instructed in regard to the importance of maint confidentiality of student information pertaining to students with whom they are working.

whom they are working.

In cases where there is some question as to the volunteer, intern, or repositioned staff person's need to know confidential information, the school support team or the principal will make the decision.

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Exhibit A

USD 261 school sites included in the Memorandum of Understanding for 2020-2021, for the remuneration of the sum of ***$25,000*** *:*

Prairie Elementary School , 7101 S Meridian St., Haysville, KS 67060

316-554-2350 Part Time