

**MEMORANDUM OF UNDERSTANDING
CRAWFORD COUNTY MENTORS PROGRAM**

WHEREAS, the Bucyrus City School District (“District”) Board of Education (“Board”) is a city school district board of education located in Bucyrus, Ohio; and

WHEREAS, the Crawford County Mentors Program (“CCMP”) is a non-profit 501(c)(3) corporation whose mission is to build impactful and meaningful mentor-mentee relationships and foster supportive connections that cultivate critical life skills for youth in Crawford County from 6th-12th grade; and

WHEREAS, CCMP is launching a 6th Grade In-School Mentoring Pilot at Bucyrus Middle School; and

WHEREAS, on [DATE], the Board and CCMP have entered into a Facilities Use Agreement for CCMP’s use of Board facilities for the provision of programming; and

WHEREAS, although CCMP’s programming will be conducted in Board facilities, CCMP is solely responsible for the operation, administration, and provision of its programming, and the Parties desire to establish and clarify the roles and responsibilities with respect to CCMP’s use of Board facilities and provision of programming.

NOW, THEREFORE, in consideration for the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and CCMP hereby agree to the following terms:

- A. **Term:** The term of this Agreement shall commence on January 1, 2027, and shall remain in effect for so long as the Facilities Use Agreement between the Board and CCMP remains in effect, unless earlier terminated in accordance with this Agreement. Upon expiration or termination of the Facilities Use Agreement, this Agreement shall automatically expire. Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party, consistent with the termination provisions of the Facilities Use Agreement.
- B. **Independent Operation of CCMP:** CCMP shall be solely responsible for the operation, administration, supervision, and provision of all CCMP programming and activities. The Board does not operate, administer, supervise, or otherwise participate in CCMP. CCMP shall be solely responsible for the acts and omissions of its employees, volunteers, contractors, other authorized representatives, participants, programming, activities and services.

None of the provisions in this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Board and CCMP other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of

the Parties, nor any of their employees, shall be construed to be the agent, employee or representative of the other. Neither Party is authorized to represent the other for any purpose whatsoever without the prior consent of the other. CCMP and its authorized representatives agree that they are not and shall not at any time while performing in their capacity on behalf of CCMP be construed, regarded as or claim to be an employee of the Board.

- C. **Compliance with Board Policies and Rules:** CCMP shall ensure that all of its employees, contractors, volunteers, and other individuals acting on behalf of CCMP comply with all applicable Board policies and rules while providing CCMP programming on Board property, and any applicable federal, state, and local laws.
- D. **Student Participation and Parental Consent:** CCMP shall not permit a student to participate in programming unless consent from the student's parent or legal guardian has been obtained. CCMP is responsible for obtaining and maintaining written consent from a student's parent or legal guardian prior to the student's participation in the CCMP program or any CCMP sponsored activity.
- E. **Criminal Background Checks:** CCMP shall ensure that all employees, volunteers, contractors, and other individuals acting on behalf of CCMP having contact with or access to students have completed all criminal records checks through the Bureau of Criminal Identification and Investigation ("BCII") and the Federal Bureau of Investigation ("FBI") records. CCMP shall not permit any individual to participate in programming under this Agreement if the individual previously has been convicted of or pleaded guilty to any of the offenses in Revised Code section 3319.39(B)(1), or a violation of an existing or former law of this state, another state, or the United States that is substantially equivalent to any of the offenses or violations described in R.C. 3319.39(B)(1)(a).

CCMP shall not permit any individual to participate in the CCMP program or have direct contact with students if the individual has not satisfied all applicable criminal records check requirements.

- F. **Student Supervision and Safety:** CCMP shall be solely responsible for the supervision and safety of students participating in programming. CCMP shall establish and maintain appropriate procedures governing student attendance, supervision, sign-in and sign-out, emergency contacts, release of students, and response to emergencies and safety concerns. CCMP shall ensure that students are at all times appropriately supervised by an authorized adult.

CCMP shall promptly notify the Board's designated representative of any significant accident, injury, safety concern, allegation of abuse or neglect, criminal activity, or other serious incident involving a student that occurs on Board property in connection with CCMP programming. Nothing in this section shall relieve CCMP or any individual of any obligation to make a report to law

enforcement, a public children's services agency, or any other governmental entity when required by law.

- G. **Training:** CCMP should ensure that all employees, volunteers, contractors, and other individuals acting on behalf of CCMP who will interact with students are appropriately qualified and trained for their respective roles. Such training shall include, as appropriate, student safety and supervision, appropriate boundaries and interactions with students, confidentiality, recognition and reporting of suspected child abuse or neglect, and compliance with applicable Board policies and applicable federal and state laws. CCMP shall maintain documentation of such training.
- H. **Confidentiality:** Nothing in this Agreement authorizes CCMP to access student education records or personally identifiable information maintained by the Board. If, in connection with its programming, CCMP inadvertently gains access to such information, CCMP shall maintain the confidentiality of all such information and shall comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and its implementing regulations, as well as all other applicable federal and state laws governing the confidentiality of student records. CCMP is prohibited from accessing, using, disclosing, copying, or retaining any student education records or personally identifiable information.
- I. **Authorized Locations for Student Programming:** The Board authorizes CCMP to permit mentors to meet with participating students for one (1) hour each week during the students' lunch period at Bucyrus Middle School. CCMP shall not conduct programming with access to students except at locations and during times expressly authorized by the Board.
- All CCMP employees, volunteers, contractors, agents and other individuals acting on behalf of CCMP shall comply with Board Policy 7440 and 9150.
- J. **Right of Removal:** In addition to the Board's rights under the Facilities Use Agreement, the Board may require CCMP to remove any employee, volunteer, contractor, or other individual from participation in CCMP programming or from Board property if the Board reasonably determines that the individual's conduct, qualifications, presence, or continued participation presents a safety, security, or legal concern with respect to the Board's employees or students. CCMP shall promptly comply with any such direction.
- K. **No Representation of Board:** CCMP employees, volunteers, contractors, and representatives shall not represent or imply that they are employees or representatives of the Board. CCMP shall be solely responsible for communicating with students, parents, guardians, and participants concerning CCMP programming.

- L. **Responsibility for CCMP:** The Board and its employees shall have no responsibility or liability for the operation, administration, supervision, or conduct of CCMP and its programming, or for the acts or omissions of CCMP or its employees, volunteers, contractors, or participants. CCMP acknowledges that use of Board facilities does not make CCMP a program or activity of the Board and does not create any duty on the part of the Board to supervise or oversee programming or participants.
- M. **Insurance:** CCMP shall maintain the insurance required under Section I of the Facilities Use Agreement throughout the term of this Agreement. The insurance requirements contained in the Facilities Use Agreement are incorporated herein by reference.
- N. **Indemnification:** In addition Section I of the Facilities Use Agreement, CCMP agrees to protect, indemnify, and hold harmless the Board and its members, employees, agents, insurers, and assigns from and against all claims, loss, cost, damage, or expense, including reasonable attorney fees, arising out of or resulting from the provision of CCMP's programming, or the acts or omissions of CCMP or its employees, contractors, volunteers, or authorized representatives, except to the extent caused by the negligence or willful misconduct of the Board.
- O. **Relationship to Facilities Use Agreement:** The parties acknowledge that this Agreement is intended to establish the respective roles and responsibilities of the Board, and CCMP with respect to CCMP's programming and does not replace, amend, or supersede the Facilities Use Agreement. The Facilities Use Agreement shall continue to govern CCMP's use and occupancy of Board facilities. In the event of a conflict between the terms of this Agreement and the Facilities Use Agreement, the parties shall interpret the agreements, to the extent reasonably possible, in a manner that gives effect to both agreements; provided that the terms of the Facilities Use Agreement shall control with respect to the use, occupancy, security, and maintenance of the Facilities.
- P. **Notices:** Any notices or communications required to be given under the terms of this Agreement shall be deemed given when delivered by personal delivery, electronic mail, or when deposited in the U.S. first-class mail addressed as follows:

If to the Crawford County Mentors Program:

Attn: Victoria Caldwell
Executive Director
victoriac@crawford-co.org

If to the Bucyrus City School District:

Attn: Robert Britton
Superintendent
170 Plymouth Street
Bucyrus, Ohio 44820
rbritton@bucyrusschools.org

- Q. **Modifications or Amendments:** This Agreement may only be modified or amended by a written instrument signed by the Parties.
- R. **Governing Law and Jurisdiction:** All questions regarding the validity, intention, or meaning of the Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Crawford County, Ohio, and each party hereby expressly consents to the exclusive jurisdiction of such court.
- S. **Entire Agreement:** This Agreement constitutes the entire understanding among the parties in respect of the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous understandings or agreements between the parties in respect to the subject matter of this Agreement. This Agreement may at any time be amended in whole or part by written instrument executed by each party hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement, which constitutes the entire agreement with respect to the subject matter thereof, as of the date of the last signature affixed below:

Crawford County Mentors Program

**Bucyrus City School District
Board of Education**

By _____
Title: _____

By _____
Randy Blankenship, Board President

By _____
Robert Britton, Superintendent

By _____
Lisa Thoman-Cha, Treasurer

Date

Date