Memorandum of Understanding
between
Partners for Rural Impact (DUNS 014296162)
And Mexico School District #59

THIS UNDERSTANDING is made by and between Partners for Rural Impact, a Kentucky non-profit corporation, with its address at 439 Walnut Meadow Rd., Berea, Kentucky 40403 ("PRI"), and Mexico School District #59 with its address at 2101 Lakeview, Mexico, MO 65265.

WHEREAS, PRI is the recipient of a National PartnerCorps grant from AmeriCorps with a CFDA number of 94.006 (the "Grant") and award #24NDGTX001, which is an AmeriCorps program that increases math achievement.

WHEREAS, Mexico School District #59 will engage in activities to promote the success of their students through the use of AmeriCorps members provided through National PartnerCorps ("Services").

WHEREAS, PRI desires to contract for the services of Mexico School District #59 for the Grant as described in this Understanding.

Mexico School District #59 is familiar with the objectives and terms of the Grant obtained by PRI, including the grant materials submitted by PRI and the pertinent program rules, policies and regulations pertaining to the grant. In consideration of the foregoing recitals and the agreements contained herein, PRI and Mexico School District #59 agree as follows:

A. Services

1) As the Project Sponsor, Partners for Rural Impact, National PartnerCorps project will:

A. Serve as the fiscal agent and overall cost administrator for the grant to ensure all program expenses are matched and monitored as required.
B. Provide supervision of members through existing Partners for Rural Impact staff.
C. Provide supervision of the grant, provide assistance to the member sponsor and National PartnerCorps members in support of grant implementation, and be the liaison between project host sites, member sponsors, PartnerCorps and PRI members.
D. Comply with the provisions of the Memorandum of Understanding between Partners for Rural Impact and the National PartnerCorps Project.
E. Assign National PartnerCorps placements to the Mexico High School site for the duration of this Memorandum of Understanding subject to the availability of funding and recruitment/training deadlines as required.
F. Assist the school sites with the development of National PartnerCorps member work plans and schedules and provide final approval of work plans and schedules.
G. Assist with recruitment, screening, interviewing, and selection of candidates.
H. Transfer National PartnerCorps member(s) from one placement to another to comply with the terms and provisions of the grant.
I. Provide the National PartnerCorps member with AmeriCorps branding (pins, shirts, etc.) and mileage reimbursement during their term of service for attendance at required trainings.
J. Ensure the National PartnerCorps members dedicate an average of 40 hours/week to their

approved National PartnerCorps work plans. Partners for Rural Impact's National PartnerCorps staff will track hours on a regular basis.

2) The Host Site/Sponsor Site will:

A. Provide a point of contact to assist with scheduling and orienting National PartnerCorps members to the host site expectations.
B. Provide adequate working space, materials and supplies, access to computers, phone and internet service to permit the National PartnerCorps members and site liasion to perform his/her assigned duties.
C. Assist with recruiting and selecting National PartnerCorps candidates.
D. Ensure the National PartnerCorps members have orientation to the school, the school policies and procedures and expectations at the beginning of the member's service.
E. Use the approved National PartnerCorps work plan/schedule as the source of tasks and responsibilities for the National PartnerCorps member's service.
F. Inform PRI staff (site supervisor, project director, director of programs) of any concerns regarding the member's behavior or service.
G. Allow National PartnerCorps members to participate in scheduled professional development and training opportunities including appropriate staff and faculty meetings. The National PartnerCorps member will be required to attend a training identified by Partners for Rural Impact's National PartnerCorps Project Director for the purposes of completing In-Service Training (IST) requirements.
H. Allow the National PartnerCorps member to participate in Days of Service (eg: MLK Day of Service, 9/11 Day of service, etc.) should activities be organized by Partners for Rural Impact's National PartnerCorps project or in the community where the National PartnerCorps member is serving.
I. Provide access to student attendance, grades, and assessment data for the purpose of evaluation and ongoing student services.
J. Ensure that members are not asked to participate in any AmeriCorps prohibited activities and are also not asked to do any tasks or duties that would be supplanting (such as substitute teaching, lunchroom duty, or coaching).
K. Where applicable, provide access to all databases including those with confidential student data as necessitated.
L. Ensure Site Supervisor completes the On3Learn training "Prohibited, Unallowable, Allowable Activities for Site Supervisors"

3) Joint Responsibilities - both parties to the Memorandum of Understanding shall:

A. Make every reasonable effort to ensure that the health and safety of the National PartnerCorps members are protected during the performance of their assigned duties. Neither the project sponsor of the host site shall assign or require National PartnerCorps members to perform duties which would jeopardize their safety or cause them to sustain injuries.
B. Ensure that persons selected as National PartnerCorps members are not directly related by blood or marriage to the member host administration, project sponsor staff or officers or members of the organization's boards.
C. Uphold the mission of Partners for Rural Impact by actively recruiting from diverse populations without regard to race, religion, sex, sexual orientation, age, ancestry, citizenship, disability, or veteran status to serve as National PartnerCorps members.
D. The host site should document any performance or behavior issues and immediately report them to Partners for Rural Impact's National PartnerCorps Project. The National PartnerCorps

Project staff will follow Partners for Rural Impact's and National PartnerCorps Policies and Procedures to determine any consequences, in coordination with the school principal and/or superintendent.

4) Prohibited Activities-While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
    a. A business organized for profit;
    b. A labor union;
    c. A partisan political organization;
    d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    e. An organization engaged in the religious activities described in paragraph C.7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above listed activities, the activities listed below are expressly prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps members may not provide services for election or

polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time. All locations where members serve should post a list of the prohibited activities, when possible.

B. Rates and Compensation

There is no exchange of monies included in this agreement.

C. Type of Contract

Independent consulting contract with PARTNERS FOR RURAL IMPACT. No partnership, joint venture or other association is created by or should be implied by this Understanding. Mexico School District #59 shall utilize its own methods, judgment and employees in connection with the provision of the Services. It is expressly understood and agreed that Mexico School District #59 and its employees shall not be entitled to any employment benefits or payments of any kind from PRI other than the Compensation which shall be paid to Mexico School District #59 without any provision for the withholding of any local, state and federal taxes or withholdings of any kind whatsoever. Mexico School District #59 is and shall be responsible for the salaries and wages of its own employees, workers' compensation, unemployment insurance, liability insurance, and any taxes or withholdings that are the obligation of Mexico School District #59.

D. Contract Limits

Expansion of the scope or extent of this understanding beyond the efforts contained herein may be made only through mutual agreement by both parties, PARTNERS FOR RURAL IMPACT and Mexico School District #59, as evidenced in writing.

E. Term of Service

This understanding shall be for a term commencing on Aug 01 2024 and ending on Jul 31 2025, or otherwise starting upon contract execution, except in cases where the total compensation amount exceeds $2,000. When the total compensation exceeds $2,000, the effective date of the understanding is the later of the date Partners for Rural Impact issues a purchase order to Mexico School District #59 or the commencement date.

F. Hold Harmless

Mexico School District #59 agrees to indemnify and hold PARTNERS FOR RURAL IMPACT harmless from any damages, expenses and costs incurred from any property damages or bodily injury with respect to this contract.

PARTNERS FOR RURAL IMPACT agrees to indemnify and hold Mexico School District #59 harmless from any damages, expenses and costs incurred from any property damages or bodily injury with respect to this contract.

G. Source of Funding; Cancellation Due to Grant Termination or Reduction

The parties acknowledge and agree that the sole source of funding for the Grant, including the Compensation and Expenses to be paid hereunder to Mexico School District #59 is from the funding provided to Partners for Rural Impact from the AmeriCorps program. If, for any reason, funding for the Grant is withdrawn, terminated or reduced by more than 10% annually by the AmeriCorps program, this Understanding shall automatically terminate with the Mexico School District #59 being entitled to remuneration for Services and Expenses incurred to the date of termination.

H. Contract Termination

Either party may terminate the contract at any time with a 30-day express written notice of the contract termination. Such notice shall be provided to parties via written notice to the undersigned authorized representatives. The terminating party is responsible for any costs or obligations entered into by the other party that the other party reasonably incurred prior to the date of termination.

I. Breach

In event of either party committing a breach of any provisions of this understanding ("defaulting party"), then the party which is not so in breach ("aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with the written notice of breach within 14 (fourteen) days of receipt thereof, the aggrieved party shall be entitled to cancel this understanding and/or to claim specific performance. Aforesaid is without prejudice to such other rights as aggrieved party may have at law.

J. Copyright & Authorship

Reports produced under this contract unless otherwise released will be the exclusive property of PARTNERS FOR RURAL IMPACT. Mexico School District #59 will not disseminate reports to anyone outside of PARTNERS FOR RURAL IMPACT.

Where applicable, Mexico School District #59 acknowledges that all files, videos, records, lists, books, literature, products and other materials PRI owns or uses in connection with performing the Services will at all times remain PRI's property, and that upon the completion of the Services, Mexico School District #59 will surrender to PRI all such company property, including but not limited to files, videos, records, lists, books, literature, products and other materials. Mexico School District #59 shall retain the ownership of instructional and course materials and any personal property or equipment used for providing the Services that are owned by Mexico School District #59. Any materials produced by Mexico School District #59 expressly for the Grant shall constitute a "work for hire" with PRI or the AmeriCorps program, as the case may be, retaining ownership and rights of use and Mexico School District #59 retaining dual ownership and rights to use as its intellectual property.

K. Confidentiality

Mexico School District #59 agrees not to disclose any information gathered in the course of fulfilling the scope of work associated with this contract to anyone not associated with this contract without express permission from PARTNERS FOR RURAL IMPACT. Confidentiality includes non-disclosure of information observed directly or viewed from data collection instruments. At no time will Mexico School District #59 reveal the identity of any person participating in this project without permission.

L. Right of Audit and Retention Requirements

The AmeriCorps program and Partners for Rural Impact, as recipient and fiscal agent of the Grant, shall have the right to examine and audit all books and financial records of Mexico School District #59 as they pertain to the Services provided by Mexico School District #59 for this project and all Compensation and Expenses paid hereunder to Mexico School District #59. Unless otherwise agreed in writing, Mexico School District #59 agrees to maintain financial records related to this agreement for three years from the date of the submission of the final financial report.

M. Dispute Resolution

Any dispute between and among the parties to this Understanding shall be resolved by binding arbitration administered according to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration proceedings shall be held before a single arbitrator appointed by the Chief Judge of the Madison County Circuit Court. Any hearing shall be held in Lexington, Fayette County, Kentucky. Any arbitration award may be enforced by any court of competent jurisdiction.

N. Eligibility of Consultant

Mexico School District #59 covenants and agrees that it will, at all times, maintain its eligibility to serve as a vendor under the Grant to the extent of any rules, policies or regulations promulgated by Partners for Rural Impact, the AmeriCorps program, or any other federal agency or court having jurisdiction. A criminal background check may be required by PRI. In cases where PRI determines a criminal background check is required, PRI and Mexico School District #59 will determine in writing who is responsible for paying the costs associated with obtaining the background check. Mexico School District #59 will be notified in writing if a criminal background check is required. If, for any reason, Mexico School District #59 shall become ineligible on account of any of the foregoing, this Agreement shall automatically terminate with Mexico School District #59 being entitled to remuneration for Services and Expenses incurred to the date of termination.

O. Non-Discrimination Requirements

Mexico School District #59 represents and warrants that it is, and at all times during the term of this Understanding will be, in compliance with Title VI of the Civil Rights Act of 1964 as amended, and other applicable regulations, statutes and orders, and shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in connection with the performance of this Understanding.

P. Regulatory Compliance

In the administration and performance of this Understanding, Mexico School District #59 agrees that it shall comply with all applicable Federal laws and regulations.

Q. Entire Agreement

The Understanding embodies the entire agreement between and among the parties. It supersedes any prior agreement, whether written or oral, and it is the final and complete expression of the parties' intent on the matters in this Understanding. Any changes, additions, revisions, or

modifications shall only be effective if accomplished via a written instrument signed by the parties. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the parties to be charged thereby. This Understanding may, however, be executed in counterpart originals, each of which shall constitute one and the same agreement. If an arbitrator or court of competent jurisdiction holds that any part, term or provision of this Understanding to be illegal or invalid (in whole or in part), the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Understanding did not have the particular provision held to be illegal or invalid. Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Understanding without the written consent of the other party. This Understanding is governed by and shall be construed in all respects in accordance with the laws of the Commonwealth of Kentucky. Sections I through R of this document shall survive termination of the Understanding.

R. Statement of Work

Mexico School District #59 agrees to perform the services outlined in this understanding. PARTNERS FOR RURAL IMPACT agrees to the named services within this understanding.

As duly authorized representatives of PARTNERS FOR RURAL IMPACT and Mexico School District #59, the signatures below indicate agreement with the aforementioned provisions. In witness whereof, the parties have executed this Understanding, as of the dates last set forth below.

For Partners for Rural Impact:
Penny Jordan
Executive Vice President
Partners for Rural Impact
439 Walnut Meadow Rd.
Berea, Kentucky 40403
859.985.2602 (Phone)

For Mexico School District #59:
Troy Lentz
Superintendent
2101 Lakeview
Mexico, MO 65265

PARTNERS FOR RURAL IMPACT:

Signature: _____ Date: _____

Mexico School District #59:

Signature: _____ Date: _____

For completion by Partners for Rural Impact

Account Number(s) to charge: _____

Project Director(s) signature: _____

Director(s) Signature: _____

Director of Finance: _____

VP Signature: _____