

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEW HANOVER COUNTY BOARD OF EDUCATION AND VOYAGE**

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This Memorandum of Understanding (“MOU”) is entered into between the New Hanover County Board of Education (“Board” or “NHCS”) and Blue Ribbon Commission on the Prevention of Youth Violence (DBA “Voyage”), a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina, this the 3rd day of December 2024.

1. **Term.** This MOU shall become effective on December 3, 2024 and shall remain in force for one (1) calendar year. This MOU may be terminated by either party, without cause, upon written notice of at least thirty (30) days. The parties may renew this MOU by written agreement for additional one-year terms.

2. **Purpose:** To assist students through supplemental academic assistance, behavioral/social emotional support, and wrap around family case management for students and families based upon need and school administration referral in specific New Hanover County Schools; the International School at Gregory, Snipes Academy of Arts and Design, Forest Hills Global Elementary, and New Hanover High School.

3. **Obligations of Voyage:**

1. Hire, train, promote, recognize, evaluate and terminate (if necessary) 6 full-time, 12-month Certified Community Health Workers (CHWs) to provide intensive case management to students and families. Voyage will also offer Free After School enrichments and academic assistance to all NHCS enrolled on a Voyage case load. The After School enrichments will take place at Voyage office at 507 McRae Street. Voyage agrees to provide transportation for students from school to the After School Program location. Voyage will maintain and provide NHCS a list of enrolled students who have provided executed parental waiver/liability forms .

a. Schools in which Voyage is able to provide services include:

- i. The International School at Gregory – one (1) CHW
- ii. Snipes Academy of Arts and Design – one (1) CHW
- iii. Forest Hills Global Elementary – one (1) CHW
- iv. New Hanover High – two (2) CHWs

b. Voyage will also employ staff to support the 6 CHWs in the schools to include:

- i. A Lead CHW

2. Voyage will obtain appropriate background checks, and promptly and confidentially send them to NHCS Administration and HR. Voyage will provide appropriate supervision and ongoing training for staff providing services to NHCS students in compliance with the terms of this MOU, applicable federal and state laws, and Voyage policies. Background

checks must be submitted to NHCS Administration before CHWs can begin working in the schools.

3. Voyage will maintain a caseload of a minimum of 15 and maximum of 20 students and their families annually. A CHW caseload is a roster of students who have been identified by NHCS staff and referred to Voyage CHWs. These students are referred to Voyage CHWs to receive additional support in addressing academic and behavioral needs.
4. Voyage will create an individualized plan for each student with input from NHCS teachers, support staff, counselors, and/or social workers. These plans may include a timeline/strategy for academic interventions, behavior interventions, classroom push-ins, after school enrichments, family support outside of school, connections to specific services/resources related to the social determinants of health, and/or regular check ins and communication. These plans will be documented in salesforce and be made available to NHCS.
5. Voyage CHWs will support their caseload of students through participation in school multi-tiered system of supports (MTSS) meetings, Positive Behavior in School (PBIS), Family Involvement Team (FIT), Open House, school staff meetings and other school sponsored events and activities.
6. Voyage CHWs will accept student referrals for enrollment in Voyage CHW caseload services from NHCS staff. Voyage will only accept referrals and provide services to students following the receipt of parental consent for referral.
7. Maintain confidentiality of student, family, and NHCS information and records applicable federal and state laws, NHCS policies, and Voyage policies
8. Voyage will collaborate and communicate with NHCS teachers and staff to best understand how to meet the needs of students in school and out of school as a means to foster increased success in the classroom
9. Voyage will provide case management services for students for an entire year during the school day and as needed outside of school hours and during breaks. Voyage agrees to provide services to students at times and in a manner that minimizes the amount of disruption to students' academic instruction.
10. Voyage will submit quarterly reports and a final/annual report to NHCS that includes specific performance measures (attendance, behavior referrals, suspensions, grades, connections to resources, and more) ensuring that every CHW has satisfactory performance and assists in NHCS meeting its strategic goals. Quarterly reports will be due to NHCS no later than three (3) weeks after students receive their report cards. Some measures/metrics to include in reporting include:
  - a. Academic improvement
  - b. Attendance/Absences/Tardies
  - c. End of Grade (EOG)/End of Course (EOC) Tests/Exams/Scores
  - d. In and out of school suspensions and behavior referrals
  - e. Services provided through case management
  - f. Referrals for services

11. Voyage will immediately call 911 in the event emergency services may be needed and will promptly provide the school principal or designee and the student's parent or guardian notice of the occurrence.

4. **Obligations of the Board:**

1. NHCS agrees to cooperate with Voyage to provide pertinent student records as allowable with signed parental consent.
2. NHCS agrees to provide consistent, furnished space for the Voyage's use at the assigned schools that will be appropriate for providing the services described herein for the entire term of the Agreement.
3. NHCS agrees to provide utilities and custodial services for the assigned space.
4. NHCS agrees that appropriate staff will participate in meetings with Voyage to coordinate efforts, solve problems, and plan services for individual students and their families.
5. NHCS will streamline referrals of students to the Agency.
6. NHCS will refer to Voyage only the names of students whose parents or legal guardians have given the NHCS permission to refer.

5. **General Provisions:**

- a. Notices. Notices under this MOU shall be in writing and shall be sent by certified mail, return receipt requested; FED-EX, UPS or comparable delivery service with the ability to track delivery; e-mail to the contact persons identified below at the specified e-mail address with confirmation of delivery; or personal delivery. Notice will be deemed given on the date delivered to the following addresses:

To NHCS:

Julie Varnam, Assistant Superintendent of Student Support

[julie.varnam@nhcs.net](mailto:julie.varnam@nhcs.net)

Mailing address: Student Support Services  
1802 South 15th Street  
Wilmington, NC 28401

To Voyage:

Executive Director at [genna.wirth@voyagewilmington.org](mailto:genna.wirth@voyagewilmington.org) and

Program Manager at [Ashely@voyagewilmington.org](mailto:Ashely@voyagewilmington.org).

Mailing Address: Voyage  
507 McRae St,  
Wilmington NC, 28401

- b. Personnel. All individuals who are agents, employees, and volunteers of Voyage employed to do work supervised and directed by Voyage (collectively, “Voyage Personnel”) who may provide services to students on school premises or at school-sponsored events shall be fully qualified and legally entitled to perform the services provided for herein.
- c. Rights of Third Parties. The services provided by Voyage pursuant to this MOU shall not violate or in any way infringe on the rights of third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
- d. Indemnification. Voyage shall be responsible for the actions of all Voyage personnel while working with NHCS students or on NHCS property or at school-sponsored events. Voyage shall indemnify, defend and hold harmless the NHCS, its members, officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this MOU or from the omission or commission of any act, lawful or unlawful, by Voyage, its agents and/or employees or volunteers, including but not limited to court costs and attorney’s fees incurred by NHCS in connection with the defense of said matters.
- e. Insurance. Voyage has obtained and shall maintain insurance to sufficiently protect Voyage and NHCS from any and all potential claims or damages, in no event less than the amount of \$1,000,000 for each occurrence, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees of Voyage participating in the provision of services under this MOU.
- f. Lunsford Act/Criminal Background Checks. All parties acknowledge that N.C. General Statute §14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. Voyage shall conduct criminal background checks on all Voyage Personnel who, pursuant to this MOU, interact with NHCS students or provides services on NHCS property or at NHCS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Voyage shall provide documentation to NHCS of criminal background checks before assigning its employees or agents to provide services under this MOU. Voyage shall likewise provide documentation to NHCS of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any Voyage Personnel be assigned to work with any student or on NHCS property or at NHCS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been

convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel. Upon request, Voyage will furnish NHCS with sufficient information to allow NHCS to perform its own criminal background checks on the Voyage Personnel. Failure to comply with this provision shall be grounds for immediate termination of the MOU.

- g. Control of School Property and Operations. All schools and school-sponsored events shall remain at all times under the authority of NHCS. Voyage shall ensure that all Voyage Personnel comply with any and all rules, regulations, or directives of NHCS while on school premises or at school-sponsored events. NHCS shall maintain full and final authority to grant, deny, or restrict Voyage, its agents, or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on NHCS property or at school-sponsored events. Nothing in this MOU shall be construed to create any right of access to NHCS property or school-sponsored events on the part of Voyage, its agents, or employees, and NHCS expressly reserves the right to deny or restrict Voyage, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to Voyage. The decision to deny Voyage access to any student, school property, or school-sponsored event shall be final and not subject to appeal. NHCS shall not incur any liability to Voyage for denying or restricting access to NHCS property or school-sponsored events, with or without cause, and Voyage expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.
- h. Monitoring and Auditing. Voyage shall cooperate with NHCS, or with any other person or agency as directed by NHCS, in monitoring, auditing, or investigating activities related to this MOU. Voyage shall permit NHCS to evaluate all activities conducted under this MOU as dictated by NHCS. Voyage shall provide auditors retained by NHCS with access to any records and files related to the provision of services under this MOU. NHCS agrees that its auditors will maintain the confidentiality of any trade secrets of Voyage accessed during an audit conducted under this MOU.
- i. Student Records and Confidentiality. Voyage agrees that all student records, if any, obtained in the course of providing services under this MOU shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and NHCS policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Voyage will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of Voyage. Voyage shall not forward to any person other

than the parent or NHCS any student record, including, but not limited to, the student's identity, without the written consent of the parent and NHCS. Upon termination of this MOU, Voyage shall turn over to NHCS all student records of NHCS's eligible students to whom Voyage has provided services under this MOU. Notwithstanding the provisions contained herein, nothing in this MOU shall be construed to create any right of access to any student records on the part of Voyage, its agents, or employees.

- j. Compliance with Applicable Laws. Voyage agrees and certifies that it will comply with all applicable laws, including but not limited to the Fair Labor Standards Act and other wage and hour laws. Voyage is responsible for ensuring that all Voyage Personnel are authorized to work in the United States.
- k. Applicable Board of Education Policies. Voyage acknowledges that the Board has adopted policies governing conduct on all property owned by the Board and agrees to inform Voyage Personnel that they must abide by any and all relevant Board policies while on NHCS property, including but not limited to policies related to professional conduct, conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students. Voyage acknowledges that these policies are available online on the NHCS website.
- l. Restricted Companies Lists. Voyage represents that as of the date of this MOU, it is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Voyage also represents that as of the date of this MOU, it is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
- m. Anti-Nepotism. Voyage warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this MOU are immediate family members of any member of the New Hanover County Board of Education or of any principal or central office staff administrator employed by NHCS. For the purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Voyage become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of the MOU, Voyage shall immediately disclose the family relationship in writing to the Superintendent. Unless formally waived by the NHCS, the existence of a family relationship covered by this MOU is grounds for immediate termination by NHCS.
- n. No Agency or Employment Relationship. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, employment or similar relationship between the Parties.

- o. Entire Agreement. This MOU constitutes the entire agreement and understanding between the Parties concerning its subject matter and may only be amended in writing by mutual agreement. The Parties agree that this MOU supersedes all prior agreements and understandings (whether written or oral) between the parties and this MOU fairly and comprehensively memorializes the final negotiated agreement between the Parties.
- p. Attachments. Specifically incorporated into this MOU are the following attachments, or if not physically attached, are incorporated fully herein by reference: [IF APPLICABLE]
- q. Authority of Signatories. The persons executing this MOU hereby represent and warrant that they have full authority and representative capacity to execute the MOU in the capacities indicated below and this MOU constitutes the binding obligation of the Parties on whose behalf they signed.
- r. No Obligations. Nothing in this MOU shall be construed to create any right or entitlement on the part of Voyage to any compensation, or request for funding, from NHCS or any other person or entity.
- s. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.
- t. Severability. If any provision of this MOU shall be declared invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.
- u. Assignment. Neither this MOU nor any of the rights and obligations hereunder may be transferred or assigned without the express written consent of the parties hereto.

New Hanover County Board of Education and Voyage agree to the above statements for the operation of the Voyage program and enter into this MOU as of the date first set forth herein.

NEW HANOVER COUNTY BOARD OF EDUCATION

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[Superintendent or Board Chair]

VOYAGE

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Genevieve Wirth, Voyage Executive Director