



School-Based Mentoring Partnership Agreement between ~~Boys to Men Mentoring~~ the Mentoring Program at Applejack's Ranch (formerly Boys to Men Mentoring) and Mingus Union High School District No. 4

Purpose: The purpose of this memorandum is to provide the framework for the school-based mentoring carried out by the ~~Mentoring Program at Applejack's Ranch (AJR)~~ Boys to Men Mentoring ("BTM"), within the 2025-2026 school year and the terms and conditions under which ~~BTM AJR~~ may use facilities of the Mingus Union High School District No. 4, a political subdivision of the State of Arizona, ("District") to conduct its program.

Background Content: Mentoring teenage boys in a school setting provides a unique opportunity to not only positively impact the lives of the boys themselves, but to directly ripple out into the culture of the school and families as well. ~~BTM AJR~~ provides boys with mentoring and modeling so that they can learn integrity, accountability, compassion and respect. We help boys develop responsibility and guide them toward a healthy manhood. We ~~do~~ this by listening to them, for our experience has shown that boys really want the opportunity to be heard. We accept them the way they are and tell the truth about the struggles we faced at their age. We encourage them to find healthy strategies to overcome their difficulties, while remaining a positive member of the community and school.

Impact Results from the Boys

Statistics from Boys to Men Mentoring, Kyrene and Tempe Union HSs - 2023 semester:

Feel More Hopeful +21%

Feel More Connected with Adults: +16%

Self-Regulation and Delinquent Behavior - 8%

Feel Connected at School +24%

Peer Self-Esteem +21%

Social Competence +13%

Reduced Days of Suspension on/off Campus -45%

Communication Strategy: The designated school counselor, while maintaining participant confidentiality, will provide the school designee with post-mentoring session overviews, which will include attendance, anecdotal evidence of positive change, and an outline of general discussion topics.

Obligation of the Partners: School district and individual school leaders and ~~Boys to Men Mentoring~~ AJR acknowledge that no contractual relationship is created by this memorandum, but that both partners agree to work together in the true spirit of partnership, to ensure that there is a united commitment to the Site-Based Mentoring (SBM) program by means of the service components outlined below. The activities and services that the partnership delivers will include, but is not limited to, the following:

Location: SBM will occur at school, in a meeting area, which provides space for discussion circles, eating snacks and consuming water.

Initials BTM-AJR Rep. _____ Initials District Rep. _____

Frequency: With some exception, SBM will happen weekly, with a start date of Aug 22, 2024~~January TBD, 2026~~. Examples of exceptions include Meetings may be canceled due to, but not limited to, the following: cancellations due to inclement weather, school-wide testing days, holidays and breaks.

Identifying Students for Participation: BTM-AJR will deliver a brief overview of the program on the start date, to as large a group of boys as possible. School administration and faculty will identify potential students for the program. The principal, or his/her designees, will communicate with telephone the parents/guardians of potential participants, introducing BTM-AJR and securing written permission from the family.

Length of Participation by Students: It is our experience that the longer a boy participates in SBM, the greater and longer lasting are the results. For this reason, the school partner and BTM-AJR will encourage students to participate in SBM throughout the school year.

Attendance: The school counselor will take attendance of students for each session, and report same to host school site. BTM-AJR will do the same with their mentors.

ROPAW Eligibility: Each student who consistently attends in the SBM sessions offered will be eligible to attend a Rite of Passage Adventure Weekend (ROPAW) . A separate participation agreement will be made between parents/guardians and students beforehand. ~~The next ROPAW scheduled is for April, 2026.~~

Mentors: All mentors will undergo an FBI background check before entering the school and, to the extent applicable, obtain necessary fingerprint clearance. School site will provide a designated staff member employed by the school, to serve as liaison between BTM-AJR and school admin. Our program works best when there is a school community member who is willing and able to sit in the circle with the boys. BTM-AJR will train and support this adult in the nonjudgmental listening methods we use. The school rep can provide crucial continuity and support to the boys during the rest of the school week.

BTM-AJR strongly encourages school admin to make such service a bona fide part of their regular duties, and not something extra for them to do. It would be for 1 hour a week.

Mentor Training: All of our AJR ensures that present mentors have had some professional quality training. AJR will offer, and new mentors who come in during the school year the same professional qualify training will be offered this too. Specifically for SBM, we strongly encourage each mentor to participate in our available training programs.

Facility Use:

- The School District has offered to make available to BTM-AJR District-owned property for their meetings, hereinafter referred to as the Facility.
- BTM-AJR agrees to use the Facility only for this stated purpose. When using the Facility, AJR BTM agrees to comply with all applicable state, federal or local laws and regulations, and with the policies and regulations of the School District pertaining to the use and occupancy of the Facility. AJR BTM agrees to take good care of the Facility and any equipment and furniture located therein, and to leave the Facility at all times in as good condition and order as existed prior to the meeting. AJR BTM shall not use or allow any portion of the Facility to be used for any unlawful purpose, AJR BTM shall not commit or allow to be committed any waste or nuisance in or about the Facility, or

any activity that would damage or violate any insurance coverage marinated by the School District.

Initials AJR BTM-Rep. _____ Initials District Rep. _____

- AJR BTM will assume responsibility for proper use of the buildings and follow appropriate safety guidelines.
- The School District will facilitate access to their facility for program implementation.
- AJR BTM will be responsible for program personnel.
- AJR BTM will be responsible for all necessary educational materials.
- School District will not charge for use of its facilities because the services offered to students furthers the educational mission of the School District.

Use of Outdoor Space: If a need arises for outdoor playground/playing field. Space will be coordinated upon reasonable advance written notice with school officials.

Striving to Recruit, Train, and Retain Local community Mentors: AJR BTM will deliver all required training to school personnel who participate in mentoring. AJR BTM will provide veteran volunteer staff to mentor SBM sessions. To help ensure the long-term sustainability of this program, school will assist AJR BTM to identify, recruit, and retain men from the local community to serve as mentors.

Confidentiality: To the extent applicable, AJR and School District shall abide by the requirements of the Family Educational Rights and Privacy Act ("FERPA") in maintaining the confidentiality of student records and personally identifiable student information. The Parties agree that any disclosure and/or re-disclosure of student records shall be in compliance with the requirements of FERPA.

Severability: A mentoring relationship is important for the boys and the men, and it is the hope of AJR BTM that solid, committed mentors will show up and stay involved with the students throughout the school year. Both AJR and School District may terminate this MOU, at any time, for any reason, upon thirty (30) days advance written notice to the other. However, if either the school or CTM find it necessary to suspend or conclude the SBM program, that both AJR BTM and the school will do their utmost not to do so abruptly and provide opportunities for closure for all participants, boys and men alike.

Conflict of Interest: This Agreement is subject to the provisions of AZ REV STAT 38-511. The District may cancel this Agreement without penalty or further obligations by the district or any of its departments or agencies, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the District or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other part to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

Indemnification: Each Party hereby agrees to defend, indemnify and hold the other Party harmless from any and all liabilities, claims, expenses, damages, judgments, and other costs and expenses, in connection with the representations and warranties made herein and any and all liabilities or obligations of any kind or nature whatsoever, whether accrued, absolute, contingent or otherwise, known or unknown, based on, arising out of, or relating to this Agreement, both to the fullest extent allowed by law. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed

by law. This indemnification provision shall survive termination of the Agreement and remain in effect Each Party, to the extent permitted by law, shall promptly indemnify, defend, and hold harmless the other Party from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the other Party may incur as a result of any violation by the other Party resulting from violation of any law, or any loss or expense caused by the misrepresentation, negligent act, or omission, or any breach of any of the other Party's obligations under this Agreement.

Insurance: Both Parties agree to provide, or self-insure, general liability and professional practice insurance in the amounts sufficient to cover their respective responsibilities under this Agreement. AJR will provide the School District with proof of insurance upon reasonable request and will include School District as an additional insured. The Parties shall maintain their own insurance, workers' compensation insurance and shall handle all of their own internal accounting.

E-Verify/E-Verify, Records and Audits: To the extent applicable under A.R.S. 41-44021, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.

Nondiscrimination: The Parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

Non-Appropriation: All parties acknowledge that the District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

Initials AJR BTM Rep. _____

Initials District Rep. _____

Joint Venture: The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither AJR nor School District shall have the power to obligate or bind the other in any manner whatsoever.

Third Party Rights: The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.

Participation in Similar Activities: This agreement in no way restricts AJR or School District from participating in similar activities with other public or private agencies, organizations, and individuals.

Governing Law: This Agreement will be governed and construed in accordance with the laws of the State of Arizona. This Agreement incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.

Compliance with Governing Board Policies and Procedures: AJR BTM shall comply with applicable Governing Board policies including the requirements of A.R.S. § 15-512(H) regarding the fingerprinting of its employees, its subcontractors and vendors who are likely to have unsupervised contact with pupils as determined by the District, in its sole and absolute discretion.

Waiver: A waiver by either Party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

Assignment: Neither party shall have the right to assign this MOU without the prior written consent of the other party.

AJR BTM and the District both embrace the ideas, methods and spirit of the items contained in this Memorandum of Understanding, and to affirm such, do hereby affix their name and respective titles below:

Printed name of **AIR Boys to Men** Rep. Date Signature of **AIR BTM** Rep.

Date

Signature of ~~AJR BTM~~ Rep.

Printed name of District Rep.

Date

Signature of District Rep.