

MEMORANDUM OF UNDERSTANDING BETWEEN
Donnelly College and KC Can Compost

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Donnelly College and KC Can Compost ("KC Can").

BOTH PARTIES HEREBY enter this MOU to enable KC Can to provide the program described below to the students of Donnelly College.

II. Program Sites

The school governed by this agreement is the following:

Donnelly College 608 N. 18th Street Kansas City, KS

III. Responsibilities/Scope of Services

- A. Donnelly College agrees to provide KC Can with: students to be taught/trained; a classroom equipped with audio-visual technology that can be used by KC Can; language services, if necessary; and computers for in-classroom use.
- B. KC Can agrees to deliver the Green Core Training, using the Roots of Success and Conover Curricula, to the students of Donnelly College who have signed up for the Green Core Training (the "trainees"). KC Can will then meet with the trainees who complete the Green Core Training program to help them find employment in green jobs or internships.
 1. A brief description of the type of services Donnelly College generally provides.

Donnelly College will provide access to the Learning Management System, Student Information System, and the Single Sign On capabilities to allow for tracking of course content and grades for the program offered by KC Can. This program is certificate-based only and does not carry credits at Donnelly College.
Contact at Donnelly College: Lisa Stoothoff lstoothoff@donnelly.edu
 2. The relevant experience of the personnel that will be providing the services:

All Instructors under the auspices of KC Can will have a background check on file with the Archdiocese and Donnelly College and will provide Donnelly College with current CVs and transcripts prior to teaching a course.
Contact person at KC Can: Adison Banks, kccancommunityed@gmail.com
 3. Listed below are all of the expectations or goals that are in agreement with your program's services.

- Ensure a high-quality instructional core;
- Develop student's cognitive and academic skills;
- Create equitable opportunities for learning; and
- Ensure, maintain, or support high quality and effective instruction.

- C. KC Can agrees to ensure that all KC Can personnel, including subcontractors, will comply with any policy and systems in place at Donnelly College. This includes, but is not limited to, the following:
1. **Drug and Smoke Free** - No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on Donnelly College property. No students, staff, or visitors are to use drugs on school premises.
 2. **Anti-Discrimination** - It is the policy of Donnelly College that in connection with KC Can services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, KC Can agrees to comply with applicable Federal and Kansas laws.
 3. **Conflict of Interest** - KC Can shall abide by and be subject to all applicable Donnelly College policies, regulations, statutes, or other laws regarding conflict of interest. KC Can shall not hire any employee or credentialed person of Donnelly College to perform the services in this MOU, and affirms that to the best of its knowledge, no such conflict presently exists. KC Can agrees to alert Donnelly College in writing if and when a potential conflict does arise.
 4. **Family Education Rights and Privacy Act** - KC Can shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- D. **Required Documents** - KC Can shall ensure that all KC Can personnel who will be on Donnelly College premises have submitted to a criminal background check via Donnelly College HR policies. KC Can CANNOT commence the services agreed to in this MOU until it has submitted the completed criminal background check(s).
- E. **Communication** - KC Can shall communicate with Donnelly College staff, both formally and informally, to ensure, to the best of the program's ability, that KC Can's services are aligned with Donnelly's mission and objectives and are adequately meeting student's needs. At the request of College staff, KC Can shall provide reasonable data and information to students participating in KC Can's program.
- F. **Confidentiality** - KC Can shall maintain strict confidentiality of all information about

individual students received under this MOU and will not disseminate such information without the express written consent of Donnelly College. KC Can will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in KC Can's program as a participant could be made.

IV. Compensation and Expenses

During the term of this MOU, KC Can and Donnelly College agree that no compensation is owed to the other party. Each party agrees to cover the expenses necessary to fulfill its own respective obligations under this agreement.

V. Relationship of the Parties

The parties acknowledge and agree that neither party shall be deemed to be a partner, agent, or fiduciary of the other party and neither shall have the power or authority to bind the other to any contracts or other obligations. Neither party shall be liable for the acts or omissions of the other party in connection with this MOU, and each party shall remain liable for its own liabilities that arise out of or relate to such party's performance of its obligations under this MOU, including, without limitation, compensation of its employees, agents, and independent contractors that perform activities or tasks on behalf of such a party in connection with this MOU.

VI. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Kansas.

VII. Headings

All headings, titles, and captions are in this MOU for the purposes of convenience and reference and are descriptive only and shall not be deemed to add or detract from or otherwise modify the meaning of any provisions of this MOU.

VIII. Duration

The term of this MOU shall commence as of the date the last party to execute this MOU affixes its signature below and shall continue until terminated by either party in accordance with the terms hereof.

IX. Termination

Either party may terminate this MOU at any time, without cause, with 30 days written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

X. Indemnification

KC Can agrees to indemnify, defend, and hold harmless Donnelly College and its executive director,

directors, officers, employees, agents, successors, and assigns from and against all claims, suits, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of the acts, omissions, fault, negligence, or misconduct of KC Can, its employees, and agents. Donnelly College agrees to indemnify, defend, and hold harmless KC Can and its executive director, directors, officers, employees, agents, successors, and assigns from and against all claims, suits, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of the acts, omissions, fault, negligence, or misconduct of Donnelly College, its employees, and agents.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives.

KC Can Compost

BY: Adison Banks

PRINT NAME: Adison Banks

TITLE: Director of Green Core Training

DATE: 4/20/2021

Donnelly College

BY: Msgr. Stuart W. Sweetland

PRINT NAME: Msgr. Stuart W. Sweetland

TITLE: President

DATE: 15 APR 2021