

**Memorandum of  
Agreement Between  
the  
Guilford County, on Behalf  
of its Department of Health  
and Human Services-  
Division of Public Health  
and  
Guilford County Schools**

This **Memorandum of Agreement** is designed to formalize a collaboration between Guilford County, on behalf of its Department of Health and Human Services-Division of Public Health (**GCPHD**) and the Guilford County Schools (**GCS**), collectively “Parties”.

**Purpose and Scope:**

The purpose of this MOA is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaborations in support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools within the Guilford County Schools. The intention of this collaboration is to support activities that promote response to the COVID-19 pandemic through provision and support of school activities that foster healthy students, in school and ready to learn. Specifically, both parties, Guilford County Public Health Division (**GCPHD**) and Guilford County Schools (**GCS**) will cooperate to provide wrap-around services, for students, teachers and staff such as but not exclusive to mental health/behavioral health services (excluding clinical services), providing training and staff development for teachers and staff, and expenses associated with assistance and outreach.

**Background:**

Both Parties see the benefits of this project, have a desire to pursue the project and have determined that each brings a unique expertise and experience necessary to accomplish the objectives above. **GCS** through its resources and employees has the expertise and experience in managing and providing educational care and related services for children.

## Terms of Agreement:

- **GCPHD** will provide **GCS** with funds to engage and complete the following projects:
- **\$249,845** Training for Bullying Prevention and Trauma Informed Care – Guilford County schools has engaged in a contract with Hazelden Education Services for professional development for schoolteachers, staff, and leadership teams centered around Bullying Prevention and Trauma Informed Care. The trainings took place for all 126 schools in the district and an estimated 10,000 staff will access to the training. Professional Development: Supplies, materials and contracted services for staff trainings designed to help students and staff strengthen relationships between individuals and connections within the community.
- **\$7,300,838** Improved Air Circulation Contracted services to improve ventilation in high density areas: Improvements to the following sites too place: Andrews High, Cone Elementary, Ferndale Middle, Frazier Elementary, General Greene Elementary, Grimsley High, Jefferson Elementary, Jesse Wharton Elementary, Johnson Street Global Studies, Joyner Elementary, Kernodle Middle School, Lindley Elementary, Mendenhall Middle, Monticello Brown Summit Elementary, Morehead Elementary, Northeast High, Northwest High, Pilot Elementary, Pleasant Garden Elementary, Rankin Elementary, Smith High, Southern Elementary, Southern High, Southwest Middle, Southwest High, Sternberger Elementary, Southeast High, Stokesdale Elementary, Sumner Elementary, Vandalia Elementary, Welborn Middle and Wiley Elementary.
- **\$66,223** Director of Mental Health: Salary and fringe benefits for 1 FTE to serve as Director of Mental Health. Director coordinates work of mental health lead teachers in the district as well as coordinates district level activities to support mental health awareness and strategies.
- GCS will be fully responsible for the implementation and completion of the activities listed above.
- GCPHD will be solely responsible for providing funding for the identified activities above.
- GCPHD's obligations under this Agreement are contingent upon the availability of appropriated funds. No obligation on the part of GCPHD shall arise until funds are available to Guilford County.
- The appropriations above represent a one- time appropriation and shall not result in an increase to Guilford County's annual budgetary appropriation to GCS.
- GCPHD shall only appropriate funds to GCS for expenses incurred during the Agreement Term.
- GCPHD may not reimburse or otherwise compensate GCS for expenditures incurred or services provided prior to the Effective date or following the earlier of the expiration or termination of this Agreement.
- Either **GCS** or **GCPHD** may terminate this Agreement with or without cause upon at least thirty (30) days written notice to the other party.
- This Agreement will commence on 06/01/2022 and shall remain effective until 05/31/2023, unless terminated earlier with the terminating party giving at least thirty 30 days' written notice.

- This Agreement constitutes the entire understanding and Agreement between **GCPHD** and **GCS** in regard to all matters herein. This Agreement supersedes in its entirety any and all previous agreements, when written or oral between all parties.
- This Agreement may be amended only in writing and signed by all the parties hereto.
- All notices and other communications required or desired to be given shall be given personally, or sent by registered or certified mail, postage prepaid, return receipt requested to the Superintendent (GCS) or the Director of Health and Human Services Department of Public Health, Guilford County for GCPHD. Notices will be deemed received (a) on the date delivered if delivered personally; or (b) three business days after posting if sent by registered or certified.
- The laws of the State of North Carolina shall govern this Agreement.
- Nothing herein shall create or be deemed to create any relationship of agency, joint venture, or partnership between **GCPHD** and **GCS**. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
- Neither party shall be liable to the other or deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes or unusually severe weather.
- If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
- Any waiver expressed or implied by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights terms or conditions or any other rights, terms or conditions beyond the specific instance of waiver.
- **GCPHD** and **GCS** shall indemnify and defend each other with respect to claims, actions, or liabilities made by third parties concerning their respective performance of the matters referenced herein.
- Notwithstanding, nothing contained herein is intended to be a waiver of either Party's governmental immunity or sovereign immunity. This section shall survive the termination of all performance or obligations under this MOA and shall be fully binding on any proceeding brought on account of this Agreement.
- Each party, at its sole cost and expense shall carry insurance or self- insure to cover its activities with this MOA. Each party shall obtain, keep in force and maintain, insurance or equivalent programs of self-insurance for general liability, worker's compensation and business liability adequate to cover its potential liabilities hereunder.
- **GCPHD** has added an ATTACHMENT A that outlines the budget that will be allotted for use by **GCS**, which is attached hereto and incorporated herein as ATTACHMENT A.

The parties hereby cause this instrument to be executed by their duly authorized officers:

\_\_\_\_\_  
Guilford County Department of  
Health and Humans Services  
Public Health, Director, Dr. Iulia Vann

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guilford County, on behalf of its  
Department of Health and Humans Services,  
Public Health Division,  
Assistant County Manager, Victor Isler

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guilford County Schools  
Chief of Student Services  
Dr. Dominick Robinson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guilford County Schools,  
Superintendent, \_\_\_\_\_

\_\_\_\_\_  
Date