



SCHOOL-BASED MENTORING PARTNERSHIP AGREEMENT

Circles With Purpose at Applejack's Ranch and Mingus Union High School District No. 4

Purpose: The purpose of this Memorandum of Understanding ("MOU") is to provide the framework for school-based mentoring carried out by Applejack's Ranch ("AJR") through its Circles With Purpose program during the 2026-2027 school year, and to establish the terms and conditions under which AJR may use facilities of Mingus Union High School District No. 4, a political subdivision of the State of Arizona ("District"), to conduct the program.

Program Background: Circles With Purpose provides structured, relationship-centered mentoring for high school students during the school day. Separate circles are offered for boys and girls so students can participate in a consistent space designed to support belonging, healthy relationships, personal growth, character, leadership, resilience, and positive connection to school and community. AJR's approach is grounded in the belief that relationships are the soil in which resiliency grows. Mentors do not serve as therapists, disciplinarians, or rescuers; they serve as consistent, trusted adults who listen, ask meaningful questions, model healthy relationships and character, and encourage students to recognize their strengths and make healthy choices.

The CIRCLE Method: Each mentoring session follows a consistent structure: Connect, Inquire, Reflect, Challenge, Lead, and Encourage. The method is designed to begin with connection and end with encouragement while creating opportunities for students to build trust, explore meaningful questions, reflect on their experiences, identify practical next steps, practice leadership, and recognize progress.

C CONNECT	I INQUIRE	R REFLECT	C CHALLENGE	L LEAD	E ENCOURAGE
Build trust and strong relationships.	Ask questions that spark curiosity.	Discover what matters and learn more about yourself.	Set goals, take action, and grow.	Develop character and make a positive impact.	Celebrate wins and lift each other up.

Communication Strategy: The designated school counselor or other District designee, while maintaining participant confidentiality, will coordinate with AJR regarding attendance, scheduling, program implementation, general discussion themes, and observable program-level outcomes. Individual student disclosures or personally identifiable information will be handled only as permitted or required by law, District policy, and applicable mandatory reporting requirements.

Obligation of the Partners: The District, individual school leaders, and AJR acknowledge that no employment, agency, joint venture, or similar relationship is created by this MOU. Both parties agree to work together in the spirit of partnership to support the school-based mentoring program through the service components outlined below.

Location: Circles With Purpose will occur on school property in a meeting area that provides adequate space for separate discussion circles, with reasonable access to water and, when appropriate, snacks.

Frequency and Scheduling: With reasonable exceptions, Circles With Purpose will occur weekly during school hours throughout the 2026-2027 school year on dates and times mutually coordinated by AJR and the District. Meetings may be canceled or rescheduled due to school-wide testing, holidays, breaks, emergency closures, inclement weather, special events, or other District operational needs.

Student Participation and Referral: AJR may provide brief program introductions or informational materials to students, faculty, and administration. Teachers, counselors, administrators, and other designated school personnel may refer or invite students to participate. Students may also express interest directly through school personnel. The District will communicate with parents/guardians and secure any permission or consent required by District policy or law before participation.

Separate Student Circles: AJR will facilitate separate circles for boys and girls. The parties will coordinate scheduling, space, and staffing so each circle can operate as its own mentoring group while following the same Circles With Purpose framework and CIRCLE Method™.

Length of Participation by Students: AJR and the District recognize that consistent participation supports relationship-building and program continuity. Students will be encouraged to participate throughout the school year, subject to student choice, parent/guardian permission when required, school attendance expectations, and program capacity.

Initials AJR Rep. _____ Initials District Rep. _____

Attendance: The District designee will maintain student attendance as required by the school. AJR will maintain attendance or participation records for its mentors and may maintain program participation data consistent with this MOU, applicable law, and District requirements.

Mentors and School Liaison: AJR mentors and program personnel will satisfy applicable background check and fingerprint clearance requirements before serving in the school. The District will identify a staff liaison to coordinate communication between AJR and school administration. When feasible, the District may designate appropriate school personnel to participate in or support circles. AJR will orient and support participating adults in the CIRCLE Method™, relationship-centered facilitation, nonjudgmental listening, professional boundaries, and trauma-informed practices.

Mentor Training: AJR will provide or require appropriate training for mentors and program personnel. Training may include the CIRCLE Method™, active listening, asking meaningful questions, group facilitation, boundaries, confidentiality, trauma-informed mentoring, student safety, mandatory reporting, and procedures for responding to difficult or concerning situations.

Facility Use:

- The District will make available appropriate District-owned space for AJR mentoring meetings (“Facility”) as mutually scheduled.
- AJR will use the Facility only for the program purpose described in this MOU and will comply with applicable federal, state, and local laws and regulations and with District policies governing use and occupancy.
- AJR will exercise reasonable care of the Facility, equipment, and furniture and will leave the Facility in substantially the same condition as prior to each meeting.
- AJR will assume responsibility for proper use of the building and will follow applicable safety guidelines.
- The District will facilitate reasonable access to the Facility for program implementation.
- AJR will be responsible for its program personnel and necessary program materials.
- The District will not charge AJR for use of its facilities for these services, as the services support the educational mission of the District.

Use of Outdoor Space: If outdoor space is needed for a program activity, use of such space will be coordinated with school officials upon reasonable advance notice and will remain subject to school scheduling, supervision, safety, and facility-use requirements.

Recruiting, Training, and Retaining Community Mentors: AJR will recruit, train, and support qualified community mentors for Circles With Purpose. To support long-term sustainability, the District may assist AJR in identifying appropriate local adults interested in serving as mentors or school-based circle supports. AJR will determine mentor eligibility and training requirements consistent with program standards and District requirements.

Student Safety, Boundaries, and Mandatory Reporting: AJR mentors are not therapists, investigators, or school disciplinarians. If a student discloses information suggesting abuse, neglect, exploitation, risk of harm, or other circumstances requiring reporting or intervention, AJR personnel will follow applicable Arizona law, AJR policy, District procedures, and mandatory reporting requirements. AJR and District personnel will maintain appropriate professional boundaries and will coordinate student safety concerns through established school and legal channels.

Confidentiality: To the extent applicable, AJR and the 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 comply with FERPA and other applicable law.

Termination: Both AJR and the District may terminate this MOU at any time, for any reason, upon thirty (30) days’ advance written notice to the other Party.

Conflict of Interest: This Agreement is subject to the provisions of A.R.S. § 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 party to this Agreement in any capacity or a consultant to any other party to 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, to the fullest extent allowed by law. In the event of concurrent liability, the parties shall have the right of contribution from each

Initials AJR Rep. _____ Initials District Rep. _____

other to the extent allowed by law. This indemnification provision shall survive termination of the Agreement and remain in effect.

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

E-Verify, Records and Audits: To the extent applicable under A.R.S. § 41-4401, 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 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 nondiscrimination, equal employment opportunity, the Americans with Disabilities Act, and applicable Arizona executive orders, as amended from time to time.

Non-Appropriation: All parties acknowledge that the District is a government entity and that the validity of this Agreement is based upon the availability of public funding under its authority. If public funds are unavailable and not appropriated for the performance of the District's obligations under this Agreement, this Agreement 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 convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

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 the 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, agency, or organization.

Participation in Similar Activities: This Agreement in no way restricts AJR or the District from participating in similar activities with other public or private agencies, organizations, or 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 required by applicable statute or executive order.

Compliance with Governing Board Policies and Procedures: AJR shall comply with applicable Governing Board policies, including the requirements of A.R.S. § 15-512(H) regarding the fingerprinting of its employees, 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.

ACKNOWLEDGMENT AND SIGNATURES

AJR and the District affirm the ideas, methods, responsibilities, and spirit of partnership contained in this Memorandum of Understanding and, by their signatures below, agree to the terms stated herein.

Printed Name of AJR Representative

Date

Signature of AJR Representative

Printed Name of District Representative

Date

Signature of District Representative

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