



Mindfulness Director Initiative

## **Memorandum of Agreement**

### **The Mindfulness Director Initiative at Shrewsbury High School**

The Mindfulness Director Initiative (MDI) is a non-profit corporation registered in the Commonwealth of Massachusetts.

MDI makes the transformative power of mindfulness a reality for school communities by facilitating the comprehensive integration of mindfulness into schools through the Mindfulness Director Model. We will partner with the Shrewsbury Public Schools [the District] to provide a highly qualified Mindfulness Director and then provide implementation support that leads to a thriving culture of mindfulness at Shrewsbury High School.

The Assistant Superintendent for Community Partnerships and Wellbeing is the primary contact between MDI and the District. She will provide overall supervision of this program and be the primary liaison between the District and MDI.

### **Commitments and Expectations of MDI**

- MDI shall provide a full-time [five days per week] Director to be physically located at Shrewsbury High School for every week that school is in session. Such person shall possess an appropriate level of training in mindfulness, pertinent certifications to educate others on the topic of mindfulness, and sufficient experience to be successful in this role. All candidates proposed to work in this role at Shrewsbury High School are subject to approval by the District.

The MDI Director shall be an independent contractor to the District and not an employee but still required to pass a District-administered CORI test and also present proof of screening through the Statewide Applicant Fingerprint Identification System [SAFIS] with results satisfactory to the District. MDI is responsible for all MDI staff payroll, benefits, insurances, travel costs, business expense reimbursements, or other related costs for this position. No employee, agent or representative of MDI shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

- The MDI Director will take direction from the Shrewsbury High School Principal to meet with and educate students, staff, and parents on the topic of mindfulness at the times practical and convenient for these groups. Meetings and mindfulness sessions will take place on a flexible schedule during the daytime, after school, and in the evening to best meet the schedules of these various constituent groups.
- The MDI Director will comply with all school rules, regulations and the expectations for conduct on the same terms as employees of Shrewsbury High School. The MDI Director shall not provide his/her personal cellphone number to students nor engage in texting, instant-messaging, nor other social media vehicles that provide private one-to-one communications with students.
- MDI and its staff will protect student information and maintain student confidentiality at all times. MDI must comply with the Federal Educational Rights and Privacy Act (FERPA).
- MDI administration shall initiate a “status check-up” with the Shrewsbury High School Principal at least every other month to ensure a smooth implementation of the program. While on site meetings are preferred, the two parties may agree that telephone check-ins will be sufficient.

### **Commitments and Expectations of Shrewsbury Public Schools**

The District shall support the MDI Director in a way that leads to successful outcomes for mindfulness initiatives. To coordinate classroom-based instruction, activities, or high school events, the Shrewsbury High School Principal will be the MDI Director's first contact. To effectively carry out the support functions, the principal may delegate certain tasks or responsibilities of support to his other staff members.

- Adequate space will be provided for the MDI Director to conduct classes, meetings, gatherings of students, staff, and parents.
- The District will provide the MDI Director with a telephone line and voicemail box.
- The District will provide an email address for the MDI Director to use to communicate with other staff, parents, and students and access to technology with the understanding the MDI Director is subject to the District’s Acceptable Use Policy.
- The District will partner with MDI to develop accurate and timely updates on the mindfulness initiatives to the Shrewsbury School Committee and community at large.

### **Funding and Estimated Value**

The cost to fund a full-time MDI director is estimated at \$75,000 [salary plus benefits]. Shrewsbury Public Schools will fund \$7,500 of this amount to be paid in two equal installments [\$3,750 each]; one no later than September 30, 2020 and the second no later than March 30, 2021. MDI shall fund the remaining portion of the MDI Director and related program costs for the term of this agreement.

If the two parties agree to continue the program beyond this term, then there will be an expectation that the District begin to bear a gradually increasing amount of the costs with the goal of it being fully funded by the District in future years.

### **Term and Successor Agreement**

The term of this partnership Agreement is July 1, 2020 through June 30, 2021. By April 1, 2021 both parties agree to either develop a successor agreement for continuation of the program, potentially with the same or different terms, or decide to end the program effective June 30, 2021.

### **Ownership Rights for Curriculum Materials, Equipment, Supplies**

All curriculum materials, equipment, and supplies, provided by MDI or purchased using District funds will be sole property of the Town of Shrewsbury under the management of the School Department.

The District understands that in conjunction with MDI's work in the District, certain new curriculum programs or plans may be devised and that MDI retains the right to share these and/or other best practices with other clients.

### **Indemnification and Hold Harmless Agreement**

Each party shall defend, indemnify, and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims against one another or of third parties, and all associated losses, related to the Mindfulness Director Initiative [MDI], to the extent permitted by law.

### **Termination of Agreement**

This Agreement may be terminated by either party provided that they give the other party ninety (90) days notice in writing.

### **Sole and Entire Agreement**

This Memorandum of Agreement represents the entire and sole Agreement between both parties for the Mindfulness Director Initiative at Shrewsbury High School and all of its binding terms.

### **Miscellaneous**

By entering into this Agreement, MDI certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

MDI understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to MDI with respect to the services/goods required to be provided under this Contract. MDI and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

By signing below, I certify that the governing board of my organization has approved this Agreement and the entirety of its terms and conditions.

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Sandra Fryc, Chairperson  
Shrewsbury School Committee

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Marc Waxman, Co-Founder  
Mindfulness Director Initiative