

MEMORANDUM OF UNDERSTANDING

AGREEMENT

This Agreement is between Tucson Unified School District, (“TUSD”) and the Tucson Hispanic Chamber of Commerce Foundation (“THCOCF”) for the presentation of a Young Entrepreneurs Program (“YEA!”) program in Tucson. The Agreement is effective on the date that the last party signs on the signature line on the last page of this Agreement.

RECITALS

1. YEA! is a national program founded in 2004 at the University of Rochester, which teaches middle and high school students how to start and run their own business.
2. THCOCF and TUSD worked cooperatively last year pursuant to the Memorandum of Understanding dated [INSERT DATE] (“MOU”) to establish a YEA! program in Tucson for the 2016-2017 school year.
3. Under the MOU, YEA! operated as an after school program exclusive to TUSD high school students. Students applied for and were selected to participate in the program through THCOCF. The program took place after school hours, at non-TUSD sites supplied by THCOCF, and a Program Coordinator employed by THCOCF ran and provided instruction for the course. Pursuant to the MOU, TUSD underwrote \$900 of the tuition for each of the twenty-four (24) TUSD students who attended the 2016-2017 program by paying that amount directly to THCOCF on behalf of the student participants. The student participants paid the balance of their tuition directly to THCOCF as well.
4. THCOCF and TUSD desire to continue that existing relationship to offer YEA! as an after-school option during the 2017-2018 school year in a similar format as that used last year and pursuant to the terms of agreement identified below.

AGREEMENT

1. Recitals: The parties agree that the above recitals form a material part of this Agreement.
2. Agreement: For the good and valuable consideration set forth herein, the parties agree to work cooperatively for the duration of this Agreement to present YEA! as an after-school program option during the 2017-2018 school year (“Program”).
3. The Program: The Program will run from October 2017 through May 2018 at a total cost of \$995 per student. The Program will serve a maximum of thirty (30) students. Program participation is not exclusive to TUSD students, but THCOCF

agrees to accept a minimum of fifteen (15) TUSD students as Program participants. For purposes of this Agreement only, an applicant is deemed a “TUSD student” if registered to attend a TUSD high school on the date of selection for placement into the Program.

4. THCOCF Responsibilities: THCOCF will undertake the following activities to present the YEA! Program as an after school program option during the 2017-2018 school year:
 - a. Provide, manage and pay a Program Manager to coordinate and instruct for the Program.
 - b. Conduct a background check of the Program Manager prior to the beginning of the Program to confirm that the Program Manager satisfies the requirements of ARS 15-512(D) (this requirement shall apply regardless of the Program Manager’s employment solely by THCOCF and not by TUSD).
 - c. Select program participants through a competitive process by reviewing student applications, and inform students of the result of their applications with the intent that the students selected will mirror, to the extent possible, the racial/ethnic composition of TUSD high school students.
 - d. Manage the collection of all fees from the students.
 - e. Manage and fund, as applicable, the location of all classes for the Program
 - f. Provide the curriculum for the Program
 - g. Provide a “Shark Tank” like event for student competition during the Program
 - h. Coordinate local entrepreneur speakers as part of the Program
 - i. Provide six field trips that are funded entirely through THCOCF and do not require additional funds from TUSD and/or the Program participants.

5. TUSD Responsibilities:
 - a. TUSD agrees to underwrite the Program tuition for TUSD students participating the Program by paying \$900 of the tuition fee for each TUSD student selected to participate in the Program. TUSD will pay this amount directly to THCOCF on the payment schedule set forth below, and THCOCF must collect the remaining \$95 tuition balance directly from each TUSD student selected to participate in the Program before the Program begins. If a TUSD student selected to participate in the Program fails to pay the balance of the Program timely and/or voluntarily releases his or her participation spot during the first month of the Program, THCOCF shall replace the participant with another TUSD student.

Payment Schedule

- i. On or before August 15, 2017, TUSD shall pay to THCOCF the total sum of Six Thousand Seven Hundred Fifty Dollars and No Cents (\$6,750) which equals one-half (1/2) of the \$900 tuition cost being underwritten by TUSD for the fifteen (15) participant spots guaranteed to TUSD students.

- ii. On or before September 15, 2017, TUSD shall pay to THCOCF the total sum of Six Thousand Seven Hundred Fifty Dollars and No Cents (\$6,750) which equals the remaining one-half (1/2) of the \$900 tuition cost being underwritten by TUSD for the fifteen (15) participant spots guaranteed to TUSD students.
 - iii. On or before October 15, 2017, TUSD shall pay to THCOCF the \$900 portion of tuition that it is obligated to underwrite for any other TUSD student participating in the Program in excess of the fifteen (15) guaranteed TUSD program participant spots.
 - b. TUSD further agrees to provide the YEA! Program Coordinator access to TUSD high school sites during the spring semester of the 2017-2018 school year to promote the Program. The TUSD CTE Department will also assist to promote the Program by helping to identify potential applicants to whom TUSD should personally deliver promotional materials.
6. FERPA: TUSD will not share with student information protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, *et seq.* with THCOCF.
7. Duration: This Agreement will be in effect for the duration of the Program for the 2017-2018 school year and will expire upon completion of the 2017-2018 Program. The parties agree to cooperate as needed upon completion of the 2017-2018 Program to wind up for the year.
8. No Agency Clause: It is understood and agreed that neither party is the agent of the other and that neither party is responsible for the negligence or other wrongful acts of the other party.
9. Modification: This Agreement may be modified only by mutual consent of all parties. All modifications must be in writing by the authorizing official who has signed this Agreement.
10. Choice of Law: This Agreement shall be governed and interpreted by the laws of the State of Arizona. In the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control.
11. Mediation: Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share the expenses of the mediator; however, each party shall bear its own cost for presentation before the mediator, including the cost incurred by the party for representation by an attorney at the mediation, if such representation is desired.
12. Notice: Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

THCOCF
Lea Marquez-Peterson
President/CEO
823 E Speedway Blvd,
Tucson, AZ 85719

TUSD
Charles McCollum
CTE Coordinator
2025 E. Winsett
Tucson, AZ 85719

13. Attorney's Fees: In the event of a breach, the prevailing party shall be entitled to recover its attorney's fees and costs associated with litigation of claims related in any way to the breach.

SIGNED:

Tucson Unified School District

Tucson Hispanic Chamber of
Commerce Foundation

TUSD Authorizing Official

Signature

Printed Name

Printed Name

Date

Date