

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into and effective this 10th day of April, 2024 (the “Effective Date”), by and between Tahoe Truckee Unified School District, a California public school district located at 11603 Donner Pass Road, Truckee, CA 96161 and Aim High, a California non-profit corporation and 501(c)(3) organization, having a local place of business at 2030 Harrison Street, 3rd Floor, San Francisco, CA 94110 (“Nonprofit,” and together with Tahoe Truckee Unified School District, the “Parties,” and each, a “Party”).

### **RECITALS**

**WHEREAS**, Nonprofit is a not-for-profit organization that provides life-changing opportunities during the summer and beyond. By providing joyful summer enrichment programs, Aim High is committed to supporting students navigating systemic barriers to maximize their potential and providing professional development for aspiring and credentialed teachers, supporting the growth of a diverse teacher pipeline in the communities we serve (the “Goal”);

**WHEREAS**, Tahoe Truckee Unified School District provides public education to students within its district that creates pathways to possibilities and student success and desires to have Nonprofit provide services to its students during the summer of 2024;

**WHEREAS**, the Parties desire to participate in the activities set forth herein (the “Activities”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Activities of the Parties.

Tahoe Truckee Unified School District. Tahoe Truckee Unified School District agrees to the following:

- i. Providing Aim High with space at Kings Beach Elementary School for up to 90 students during the summer of 2024;
- ii. Provide transportation to and from Kings Beach Elementary School for all Aim High students enrolled in the program in Summer 2024.
- iii. Provide a one-time monetary contribution of \$35,000; and
- iv. Support Aim High with recruitment of students and educators prior to summer 2024.

Nonprofit. Nonprofit agrees to the following:

- v. Provide Aim High programming for up to 90 students at Kings Beach Elementary School in Summer 2024; and
- vi. Provide a written report at the end of the summer that details program implementation and success metrics;

2. Term and Termination. This MOU shall commence upon the Effective Date and shall continue for one (1) year (the “Term”). Either Party may terminate the MOU at any time upon a thirty (30) days’ prior written notice to the other Party. Upon termination or expiration of this MOU (i) all obligations of the Parties shall terminate, and (ii) each Party shall immediately cease and desist from using in any manner the other Party’s Intellectual Property (as defined herein).

3. Proprietary Rights. The Parties hereby agree and recognize that each Party retains ownership of all of its respective intellectual property rights, including, but not limited to, any copyrights, trademarks, right of personality or publicity, or any other proprietary right owned by the respective Party (collectively, "Intellectual Property").
4. Compliance with Laws; Non-infringement. Non-Profit shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Non-Profit shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Non-Profit observes that any of the Services required by this MOU is at variance with any such laws, ordinance, rules or regulations, Non-Profit shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Non-Profit's receipt of a written termination notice from the District. If Non-Profit performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Non-Profit shall bear all costs arising therefrom.
5. Insurance. Without in any way limiting Non-Profit's liability, or indemnification obligations set forth in Section 6 above, Non-Profit shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate); if Sexual Abuse/Molestation coverage is provided on a claims made basis, any coverage retroactive date shall be no later than the inception date of this contract. Neither Non-Profit nor any of the Non-Profit Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement at least as broad as ISO form CG2026 0704 stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Non-Profit's insurance policies shall be attached to this Agreement as proof of insurance.
6. Indemnification; Limitation of Liability. Each Party shall defend, indemnify and hold harmless the other Party and its partners, subsidiaries, affiliates, and each of their officers, directors, employees and agents from and against any and all third parties' claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising from the indemnifying Party's breach of any of its representations, warranties or other obligations under this MOU. EXCEPT WITH RESPECT TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, OR (ii) LOSSES RESULTING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND INTENTIONALLY WRONGFUL ACTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, TO THE FULLEST EXTENT THE LAW PERMITS SUCH DISCLAIMER AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Fingerprinting/Criminal Background Investigation Certification. Non-Profit and the Non-Profit Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. \_\_\_\_\_ Non-Profit and the Non-Profit Parties will only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

B. \_\_\_\_\_ The following Non-Profit and Non-Profit Parties will have more than limited contact (as determined by District) with District students during the Term of this Agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Attach and sign additional pages, as needed.]

C. \_\_\_\_\_ (Required only if Box 7.B is checked.) All of the Non-Profit and Non-Profit Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Non-Profit and Non-Profit Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. Non-Profit further agrees and acknowledges that if at any time during the Term of this Agreement Non-Profit learns or becomes aware of additional information which differs in any way from the representations set forth above, or Non-Profit or Non-Profit Parties add personnel who will provide Services under this Agreement, Non-Profit shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and District determines whether any contact is permissible.

8. Tuberculosis Certification. Non-Profit and the Non-Profit Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Non-Profit hereby represents and warrants to District the following:

A. \_\_\_\_\_ Non-Profit and Non-Profit Parties will only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

B. \_\_\_\_\_ The following Non-Profit and Non-Profit Parties will have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

[Attach and sign additional pages, as needed.]

Non-Profit shall maintain on file the certificates showing that the Non-Profit Parties was assessed and/or examined and found to be free from active TB. These forms shall be regularly maintained and updated by Non-Profit and shall be available to District upon request or audit.

Non-Profit further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

9. Governing Law. This MOU shall be construed in accordance with the laws of the State of California, without regard for its conflict of laws principles.
10. Mutual Cooperation. It is the intent of Tahoe Truckee Unified School District and Nonprofit that the problems generally be avoided, corrected, or resolved by mutual cooperation. The Parties agree to discuss in good faith any problem or potential problems relating to matters covered by this MOU with an intention of reaching a mutually satisfactory resolution. In the event of a dispute that cannot be resolved in good faith, the Parties agree to submit any such dispute to private binding arbitration.
11. Assignment. This MOU may not be assigned by either Party without the express written consent of the other.
12. Counterpart. This MOU may be executed in one or more counterparts by scan or facsimile signature, each of which, when taken together, shall be considered one and the same agreement.

The Parties hereby acknowledge and agree to the provisions of this MOU and the obligations herein.

**Tahoe Truckee Unified School District**

**Aim High**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_