

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into and effective this 1st day of February, 2023 (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 2023;

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.

A. 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 50 students during the summer of 2023;
- ii. Provide transportation to and from Kings Beach Elementary School for all Aim High students enrolled in the program in Summer 2023.
- iii. Provide lunch for all students enrolled in Aim High for summer 2023;
- iv. Provide a one-time monetary contribution of \$25,000; and
- v. Support Aim High with recruitment of students and educators prior to summer 2023.

B. Nonprofit. Nonprofit agrees to the following:

- i. Provide Aim High programming for up to 50 students at Kings Beach Elementary School in Summer 2023; and
- ii. 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. Each Party shall comply with all laws, rules and regulations applicable to its Activities hereunder.

5. 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, WILLFULL 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.

6. 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.

7. 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.

8. Assignment. This MOU may not be assigned by either Party without the express written consent of the other.

9. 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: _____