

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Pima County Community College District
AND
Amphitheater Unified School District #10
Amphitheater High School**

THIS MEMORANDUM OF UNDERSTANDING (**Agreement**) is made and entered into by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (**COLLEGE**) and AMPHITHEATER UNIFIED SCHOOL DISTRICT #10 (**AGENCY**). College and Agency may be referred to individually as Party (**Party**) and collectively as Parties (**Parties**) herein.

AUTHORITY:

- A. COLLEGE is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 15-1401, and 15-1444;
- B. AGENCY is a school district authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-342(13) and 15-701.01(F).

NOW, THEREFORE, for good and valuable consideration and in consideration of mutual agreements set forth herein, the Parties agree as follows:

1. PURPOSE

COLLEGE has been awarded a Grant (**Grant**) from the Office of Postsecondary Education, U.S. Department of Education for the period of June 1, 2017 to May 31, 2022. The purpose of this Agreement is to establish the rights and responsibilities of the Parties for implementing the goals, objectives and activities of the Pima County Community College, Upward Bound Program in accordance with the terms and conditions pursuant to the Grant.

2. EXCHANGE OF SERVICES AND/OR GOODS

2.1. COLLEGE shall provide AGENCY with the Services (**College Services**) described in Exhibit A, which is attached to and made part of this Agreement.

2.2. AGENCY shall provide COLLEGE with the Goods and/or Services (**Agency Goods/Services**) described in Exhibit A which is attached to and made part of this Agreement.

3. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall commence on June 1, 2017 and expire on May 31, 2022 (**Term**). Upon expiration of the Term, the Parties may extend this Agreement for up to four (4) additional one-year periods by written approval of both Parties. With respect to the services and/or goods described in Exhibit A and any subsequent exhibit for additional exchange of service and/or

goods, the term set forth in each respective exhibit will control the Parties' obligations stated in such exhibit.

3.2. Termination. Notwithstanding the Term, either Party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party. Additionally, the Parties understand that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing bodies for AGENCY and COLLEGE. Each Party shall notify the other Party in writing as soon as reasonably possible after the unavailability of funding comes to its attention. Upon termination, this Agreement shall become null and void except for any payments required to compensate a Party for expenses which that Party has reasonably and necessarily incurred prior to receiving the other Party's notice of termination. Upon expiration or termination of this Agreement, any personal property used by COLLEGE and AGENCY in administering this Agreement shall remain the property of the purchasing Party.

4. FUNDING; FINANCIAL PROVISIONS

All terms related to funding and to any exchange of moneys between the Parties in respect to each Party's provision of services under this Agreement are incorporated in Exhibit A.

5. STANDARD PROVISIONS

5.1. Confidentiality. If, during the Term, either Party is provided with access to the other Party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature ("Confidential Information"), such Party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Upon expiration or termination of this Agreement, the Parties shall ensure that all Confidential Information acquired is either (i) promptly returned to the other party or (ii) continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period. Confidential Information shall not include information that is in the public domain, was already in possession of the receiving Party prior to its disclosure pursuant to this Agreement and is not subject to prior confidentiality restrictions, and information that is developed by receiving Party without access to disclosing Party's Confidential Information.

5.2. FERPA; Educational Records. Educational records provided pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be disclosed except as provided by law, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

5.3. Conflict of Interest. Either Party may cancel this Agreement for conflict of interest pursuant to A.R.S. Section 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

5.4. Indemnification. Each Party shall be responsible only for liabilities arising out of its employees' conduct in connection with performance of services under this Agreement.

6. MISCELLANEOUS PROVISIONS

6.1. Compliance with All Laws. The Parties shall comply with the requirements of all state and federal rules and regulations, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.

6.2. Scope of Relationship. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between COLLEGE and AGENCY, and nothing in this Agreement will be construed to authorize either Party to act as agent for the other.

6.3. Employees. Each Party’s employees shall remain under the exclusive direction and control of their respective employer, and no employee of each Party shall be considered employee or joint employee of the other Party. Each party’s employees shall not be entitled to employment benefits or any compensation from the other Party.

6.4. Dispute Resolution. This Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.

6.5. Notice. Any notice to be given under this Agreement must be in writing and sent to the intended party’s address indicated below:

To COLLEGE:
Pima Community College
Attn: Grants Resource Office
4905D East Broadway Blvd.
Tucson, Arizona 85709-1175

To AGENCY:
Amphitheater Unified School District #10
Attn: _____
701 W. Wetmore Road
Tucson, AZ 85705

6.6. Entire Agreement. This document, including all exhibits, constitutes the entire agreement between the Parties.

6.7. Amendments. This Agreement shall not be modified, amended, or extended except by written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

For **COLLEGE**:

For **AGENCY**:

By: Amanda Kaminski
Print Name: Amanda Kaminski
Title: Director – Grants Resource Office
Date: Aug 12, 2017

By: _____
Print Name: _____
Title: _____
Date: _____

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each party has determined that this Agreement is in proper form and is within the powers and authority granted to each respective party under the laws of the State of Arizona

COLLEGE Legal Counsel
Print Name: Jeff Silvyn
Date: _____

AGENCY Legal Counsel
Print Name: _____
Date: _____

EXHIBIT A, attached

Exhibit A
Scope of Work
Memorandum of Understanding Between
Pima County Community College District and Amphitheater Unified School District #10
Amphitheater High School

Obligations of the COLLEGE:

To implement the goals, objectives and activities of the Pima County Community College District, Upward Bound Program the COLLEGE agrees:

- A. To provide curriculum and instructional design, with the advice and input of AGENCY for training of selected individuals identified by AGENCY. All curriculum and instruction is under the control of the COLLEGE. The proposed services include counseling, advisement, tutoring, summer programs, student workshops, parent workshops, dual enrollment, and field trips, including but not limited to college campuses.
- B. To provide administrative support for all educational activities required to implement the terms of this Agreement, including but not limited to supervision, coordination and direction to all appropriate instructional staff, faculty and instructional aides.
- C. Will bear the sole responsibility for expending and managing project funds to achieve the goals and objectives of the Pima County Community College District, Upward Bound Program.
- D. May provide and transport COLLEGE office furniture and equipment to enhance the program space made available by the AGENCY when applicable. All furniture and equipment will be returned to Pima County Community College District upon completion of the program or upon COLLEGE request.
- E. To work with AGENCY personnel to select/process 21 applicants for the Pima County Community College District, Upward Bound Program.
- F. To work in coordination with AGENCY staff to monitor student progress, recommend interventions for them when appropriate, and adjust services based on needs of participants and high school personnel input.
- G. Staff and faculty will mentor Pima County Community College District, Upward Bound students through the program period.
- H. To elicit parental/guardian support in the form of Upward Bound combined student/parent-guardian or parent-guardian only workshops that will assist the parent in demonstrating support and encouragement to their child during their child's high school and college years.

- I. Staff will work with AGENCY to provide tutoring programs during the school year. Tutors will be funded through the grant.
- J. To offer student success workshops on Saturdays at the COLLEGE Downtown Campus during the academic year and six weeks during the summer program. Workshops will offer career exploration, supplemental instruction that complements high school curricula, application of skills and knowledge acquired in dual enrollment courses, guest authorities from the community, the development of critical thinking skills to help foster curiosity and promote life-long learning, and reinforcement/demonstration regarding benefits of an earned college degree.
- K. Provide cultural and enrichment events/fieldtrips originating from the COLLEGE Downtown Campus to specific Tucson, Arizona, and out-of-state sites that engage the student in enriching their learning, increasing their awareness of diversity, provide new experiences and views of the world and instilling a desire to learn more about our global society.
- L. To work with the community and local businesses in offering students career exploration and learning opportunities.
- M. To disburse stipends that have a two-fold purpose for program participants: an incentive to participate fully in the program and to achieve the program goals and an opportunity to earn extra spending money through academic achievement and personal growth. The amount of the stipend is in ratio to the level of participation within the limits of the program. Stipends per student are as follows: academic year (average = \$20 x 8 months) and summer component (\$40/month).
- N. To make available the Pima County Community College District Downtown Campus Learning Center (tutoring), the Computer Commons, the Assessment Center, and other program-and-education-related facilities on campus.

Obligations of AGENCY:

- A. To provide the following for the purpose of fulfilling the goals and objectives of the project: Office space, use of a desk chair and locking file cabinet, use of computers, use of a photocopier machine, use of a telephone, use of a fax machine, access to eligible Upward Bound students, access to student report cards and student information system, class schedules, and other program related data. AGENCY shall allow COLLEGE access to facilities in support of program events, which may include use of classrooms, gymnasium, school grounds, library, and buses.
- B. To establish and maintain school site support and enthusiasm for the program.
- C. To assist in the recruitment, marketing, and publicity of the program.
- D. To provide resources that will be necessary to carry out the program's goals.

- E. To offer teacher assistance in tracking student progress and program review/adjustments, administrator, teacher and counselor attendance at recognitions ceremonies, and teacher participation as a mentor.
- F. To work with COLLEGE to screen and select 21 students from AGENCY to be participants in the Pima County Community College District, Upward Bound Program.
- G. To support occasional Saturday programs that may take place at designated school site. AGENCY will provide necessary staff and services necessary for activity success.
- H. To work with the program staff and the COLLEGE's assigned Program Manager to integrate the Program and its activities into the overall Counseling Program maintained by the AGENCY and to identify potentially eligible students.
- I. That the AGENCY administrative officers, or their designees, will serve as liaison with the COLLEGE with respect to the high school portions of the Program (i.e., tutoring, meetings, workshops, etc.)