

MEMORANDUM OF UNDERSTANDING

Between The Launch Pad Teen Center and Prescott Unified School District

This Memorandum of Understanding is entered into by and between The Launch Pad Teen Center Board of Director ("Launch Pad Board") ("TLP") and Prescott Unified School District School Board ("School Board") of Prescott Unified School District ("PUSD"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

Recitals

Whereas, the District is a public school system located in Arizona; and

Whereas, The Launch Pad is an independent nonprofit corporation organized under Title 10 of the Arizona Revised Statutes, and exempt from taxation pursuant to the Internal Revenue Code 501(c)(3); and

Whereas, the District has the authority to enter into contracts as are necessary for the efficient management of the District, and

Whereas, the parties desire to formalize their relationship to achieve an efficient coordination between them to advance the District's public purposes and to foster the educational programs of the District.

Now, therefore, in consideration of the mutual covenants, promises and conditions herein contained, the District and The Launch Pad agree as follows:

- A. **Public Purposes:** The School Board has identified the following educational public purposes for district's support of The Launch Pad:
 - a. Free Programs for PUSD Youth- Clubs, Internships, Summer Camps (on a scholarship basis), Leadership and Educational Workshops
 - b. Academic mentoring/tutoring after school
 - c. Leadership opportunities for teens through TLP Board of Directors and Teen Advisory Council
 - d. Boys to Men Mentoring Program

Commitment: The School Board agrees to provide the following to The Launch Pad, provided the public purposes continue to be met and the controls continue to be implemented, and subject to the School Board's continuing right to refuse to appropriate the necessary funds in any budget year.

1. The Launch Pad shall be allowed use of a Bulletin Board at PMHMS and PHS
2. The Launch Pad shall have the opportunity to present assemblies and/or onsite workshops addressing issues relevant to the schools and students, i.e. bullying, youth empowerment, leadership, self-confidence, etc. subject to the discretion of the administration and availability of location and time.
3. The Launch Pad will have the opportunity to market its programs through the school newsletters and mailings subject to approval and the sole discretion of PUSD administration.

4. The Launch Pad will have the opportunity to market TLP resources and educational opportunities through club's subject to the sole discretion and approval of PUSD administration.
5. PUSD will allow The Launch Pad opportunities to work with students subject to the discretion of PUSD administration.
6. For events that serve PUSD students at a PUSD facility, PUSD may waive rental fees subject to the discretion of the administration.
7. The Launch Pad's program Boys to Men will assist male identified students in the District to become better men by providing mentors as positive role models in the students' lives, modeling and coaching student integrity, accountability, character, compassion and respect, by discussing issues through school mentoring circles on topics such as, but not limited to the following:
 - a. Loneliness
 - b. Opportunity/Dreams
 - c. Becoming the Man I Want to Be
 - d. Tolerance and Acceptance
 - e. Standing Up for Yourself
 - f. Speaking Youth Truth
 - g. Alcohol and Drugs
 - h. Leadership Development
 - i. Sex, Sexuality, and Respect for Women

Responsibilities of The Launch Pad:

1. The Launch Pad agrees that, during the term of this Memorandum of Understanding, The Launch Pad will use its best efforts to provide quality programming for PUSD students.
2. The Launch Pad shall maintain during the term of this MOU comprehensive general liability insurance with a coverage limit of not less than \$2,000,000.00 per occurrence for bodily injury and property damage. The Launch Pad shall provide a certificate of insurance verifying its compliance with this requirement, and the certificate of insurance shall identify the District as an additional insured. The Launch Pad's insurance shall be primary to any insurance maintained by the District, and the District's insurance shall not contribute until such time as the Launch Pad's insurance coverages have been fully exhausted. This MOU becomes effective only after the Launch Pad delivers the certificate(s) of insurance to the District.
3. TLP is required to have a separate parental permission slip for all TLP events that involve any PUSD students. Obtaining parental permission, including the signed permission slip, is the sole responsibility of TLP.
4. TLP assumes all responsibility and liability and specifically waives all liability as to PUSD, for any student events held by TLP on a PUSD campus.
5. Recruit, Interview, and Screen Mentors for participation in group mentoring activities with PUSD students.
6. Perform or cause to be performed all fingerprint clearances, Identity Verified Print (IVP) Cards, and criminal background checks of proposed mentors, and shall provide proof of such to PUSD prior to the time the mentor begins service to the student.
7. After receiving this proof, the mentor must complete a PUSD volunteer application and provide PUSD a copy of his driver's license. No mentor is permitted to provide

services until PUSD has provided written approval of the mentor's volunteer application.

8. TLP will provide the mentor a badge identifying the mentor as an approved, cleared TLP mentor which must be worn on school campuses.
9. Provide Orientation to each volunteer and mentor prior to placement, and periodic training as deemed necessary by The Launch Pad. This training will include mandatory reporting procedures and FERPA requirements.
10. Monitor and track all mentors and volunteers that work with PUSD students to ensure compliance with The Launch Pad and PUSD policies and procedures. The Launch Pad will remove a volunteer from providing services under this agreement, and will not authorize or permit contact between the mentor and any student of PUSD, if PUSD objects to the mentor and delivers such objections to The Launch Pad in writing.
11. Provide consent forms to PUSD for each parent/legal guardian to sign prior to a student participating in the program. Such consent forms will include information about TLP programs and fees to be charged, if any, for the student to participate.

Compliance with FERPA: Information disclosed, if any, by either Party about a student shall comply with the Family Educational Rights and Privacy Act (20 USC 1232g, *et seq.*) and applicable Arizona law, rules and regulations. Signed consent by a student's parent/legal guardian must be obtained prior to any disclosure. Such consent shall specify the records which may be disclosed, to whom they may be disclosed, the purpose of the disclosure, and must be dated and signed by the parent/legal guardian.

Term and Termination:


1. This Memorandum of Understanding shall have an initial term of three years beginning on the effective date and may be renewed upon the approval of the District for additional terms, each of a three-year duration, by written agreement signed by each party.
2. This Memorandum of Understanding is a commitment of the District's current commitment only. The District retains the continuing right to terminate this Agreement at any time during the term of the agreement.
3. This Agreement may be terminated by either party with or without cause by giving sixty (60) days written notice to the other party.
4. This Memorandum of Understanding incorporates all requirements of Arizona law, including but not limited to A.R.S. § 38-511.

SCHOOL BOARD



President

ATTEST:



Secretary

THE LAUNCH PAD



President

ATTEST:



Secretary