

**Graduation Solutions, LLC and Amphitheater Public Schools
Memorandum of Understanding (MOU)**

A. Parties

This Agreement among Parties is hereby made and entered into by Graduation Solutions, LLC, and Amphitheater Public Schools, and includes:

- (1) A commitment by each participating Party to follow best practices in secondary education and be bound to ARS under title 15 and subject to these foundational standards by consequence and function, including all educator(s) and administrators involved in this joint project between Graduation Solutions LLC and Amphitheater Public Schools and its direct affiliates.
- (2) Both entities will ensure proper indemnification against injury/accident and any claimant for tortious suit or criminal liability by maintaining coverage's proper under a comprehensive liability policy issued by a recognized carrier of such policies. Policy limits must be commensurate with expected risk.
- (3) A description of the responsibilities of each Party must be written and approved by the managing signatories and directors for each organization.
- (4) ~~To the extent permitted by Arizona law,~~ The entities will hold each other harmless from legal liability under incidents of unforeseen liability due under the course of standard operating procedure, and non-malicious intent. Any incidents arising from conspiracy to commit fraud, financial crimes, criminal violations related to this venture and known illegality to entities of common type will not fall under such protection, or exclusion and therefore each entity has right to seek legal representation and do not waive their rights to legal recourse as indicated.

B. Term of Agreement

This Agreement shall be in place from January 1, 2017, through December 31, 2018, but the Parties intend that it will be renewed each year. The Parties agree that in the event a Party terminates its involvement, the Parties will work together to assure a smooth transition for any youth participant involved with the terminating Party.

C. Background

Graduation Solutions, LLC, is an Educational Management Organization, is co-accredited by Middle States Association of Colleges and Schools, a regional accrediting agency and Accreditation International. Graduation Solutions, LLC is funded by the Arizona Department of

Education per ARS §15-901.06 in affiliation with Tucson Youth Development and ACE Charter High School as a Dropout Recovery Program provider.

D. Purpose of the Agreement

Amphitheater Public Schools agrees to share student contact directory information with Graduation Solutions, LLC solely for the purpose of contacting disconnected youth to offer enrollment in the Dropout Recovery Program.

Graduation Solutions will provide Amphitheater Public Schools with data pertaining to the status of its referred students.

E. Population Served

The students who will be recipients of services under this MOU will be high school dropouts. This population of youth is defined as adolescents between the ages of 16 and 21 years, who have been out of school for 30 or more days, and who were enrolled in an Arizona school.

F. Agreements

Amphitheater Public Schools will provide monthly registry information for students who have been issued W4 withdrawal codes from August 2016 and ongoing until the termination of this Agreement.

Graduation Solutions will contact only disconnected youth through outreach, direct communication and marketing. Youth will be given the options of returning to their home school/district or enrolling in the Dropout Recovery Program. Youth may transfer back to their home school/district at any time.

Graduation Solutions will not conduct advertising or marketing campaigns directed at pupils who are currently enrolled in Amphitheater Public Schools, or undertake any other activity that encourages pupils who are currently enrolled in school to stop attending school in order to qualify for a Dropout Recovery Program.

Graduation Solutions will provide mentors, online instructors, tutors, administrative support, and secondary online curriculum (Edgenuity) for students enrolled in the Dropout Recovery Program.

Teachers provided by Graduation Solutions will hold a current teaching license from any state, a valid Arizona fingerprint clearance card pursuant to section 15-534, and teachers of core subjects are highly qualified in the subjects to which they are assigned.

G. Confidentiality of Data

The Parties each agree that they shall comply with all federal and state laws and regulations governing the confidentiality of individual or deducible information.

Graduation Solutions, LLC

By _____
Jim Lee
CEO

Date _____

Amphitheater Public Schools

By _____
Patrick Nelson
Superintendent

Date _____