

MEMORANDUM OF UNDERSTANDING
RAUL YZAGUIRRE SCHOOLS FOR SUCCESS
&
EAST END CHAMBER OF COMMERCE
2019 - 2020

This Memorandum of Understanding (MOU) is entered into between Raul Yzaguirre Schools for Success, hereinafter referred to as "RYSS," located at 2950 Broadway, Houston, Texas 77017 and East End Chamber of Commerce, hereinafter referred to as "EECOC," located at 550 Gulfgate; Houston, Texas 77087. RYSS and EECOC shall be collectively referred to as the "Parties" and individually as a "Party."

I. Purpose

The East End Chamber of Commerce (EECOC) and Raul Yzaguirre Schools for Success (RYSS), have discussed mutual goals regarding the development of programs, projects, and activities to address *Early College High School (ECHS) and Pathways in Technology Early College High School / Industry Cluster Innovative Academies (P-TECH/ICIA)* programs. The purpose of this MOU is to advance the collaborative ideas and objectives of the parties as they relate to the delivery of *ECHS and P-TECH/ICIA* programs. Therefore, the parties desire to enter into this MOU in order to memorialize their understanding.

In the performance of the work, duties and obligations hereunder, it is mutually understood and agreed that EECOC shall not be considered an employee or partner of RYSS. RYSS shall not have control, direction and/or dominion over EECOC other than the terms of this MOU.

II. RYSS agrees to:

1. Recruit at least 20-25 students into the *ECHS and P-TECH/ICIA* programs at the RYSS location to start prior to June 04, 2019.
2. RYSS will recruit 20-25 students prior to June 30, 2019.
3. Provide a secure and suitable classroom space conducive to learning and program operation and an atmosphere for learning that is free of discrimination based on race, ethnicity, religion, gender, disability or sexual orientation.
4. Provide Mentorship opportunities to students in the *ECHS and P-TECH/ICIA* Programs
5. Establish a leadership team that includes high-level personnel from the school district, campus, industry/business partners, and IHE with decision-making authority who meet regularly and report to each organization.
6. Provide opportunities for *ECHS and P-TECH/ICIA* teachers to receive extensive training and support through regularly scheduled formative peer observations and collaboration opportunities with feeder pattern focus groups, industry/business and/or IHE partners.
7. Provide flexible, individualized scheduling that allows students the opportunity to earn a high school diploma, industry certifications, an associate degree, and engage in appropriate work-based learning at every grade level.

III. EECOC agrees to:

1. Provide students who receive work based training or education from the partner under the *ECHS and P-TECH/ICIA* program priority in interviewing for any jobs for which the student is qualified that are available on the student's completion of the program.
2. Provide the *My Career Path* Program that focuses on soft skills development to *ECHS and P-TECH/ICIA* students.
3. Support for students' activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives.
4. Provide assurance that the industry partner will assist in the development and implementation of industry experiences, including mentorship programs, internships, externships, and/or apprenticeships, that expose student to applied learning and real-world work activities in the identified high-demand occupation(s).
5. Provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

6. Provide EECOC Liaison to participate in Advisory Board who meet regularly and provide support and guidance to the *ECHS and P-TECH/ICIA* in work-based learning and student/community outreach to ensure a successful academic and career pipeline.

IV. Term

The term of this MOU shall be effective from July 1, 2019 through August 30, 2020 ("Term") unless renewed or earlier terminated as set forth herein. This agreement is renewable upon written consent of both parties.

V. Termination

This MOU may be terminated for convenience by either Party with or without cause upon ten (10) days prior written notice to the other Party prior to the beginning of any scheduled course. Should termination occur, both parties shall be relieved of any further liabilities and rights under this MOU, except for payment of fees accrued through date of termination.

VI. INDEMNIFICATION

RYSS SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND EECOC, ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY FOR INJURY, DISALLOWED COST, DAMAGES, CLAIMS, LOSSES, AND EXPENSES, AND COST OF SUIT CAUSED BY ANY ACT OR OMISSION OF RYSS, ITS EMPLOYEES, VOLUNTEERS, AGENTS OR PROGRAM PARTICIPANTS OR ANYONE FOR WHOSE ACTS RYSS MAY BE LIABLE, ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY RYSS OR ANYONE FOR WHOSE ACT RYSS MAY BE LIABLE REGARDLESS OF WHETHER SUCH ACTS OR OMISSIONS ARE CAUSED BY RYSS.

VII. No Waiver of Immunity

Neither EECOC nor RYSS shall waive or relinquish any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents as a result of the execution of this Memorandum of Understanding and performance of the functions or obligations described herein.

VIII. Authorization of Agreement

Each party represents and warrants to the other that the execution of this agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms.

IX. No Waiver

No waiver of a breach of any provision of this agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

X. Termination

This Agreement may be terminated prior to the expiration of the term hereof as follows:

1. By mutual agreement of both Parties; or
2. By RYSS, with or without cause, upon sixty-day written notice to the other Party; giving ample time to identify alternate sites for relocation of children. RYSS will assist in identifying alternate sites for relocation of children.
3. By EECOC, with or without cause, upon sixty-day written notice to the other Party

XI. Notification

Any notice required to be given under the provisions of this Memorandum of Understanding shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To EECOC:

East End Chamber of Commerce
Attn: Frances Castañeda Dyess
550 Gulfgate
Houston, Texas 77087
713-926-3305
frances@eecoc.org

To RYSS:

Tejano Center for Community Concerns
Attn: Dr. Adriana Tamez
2950 Broadway
Houston, Texas 77017
281-865-2755
adrianatamez@tejanocenter.org

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

XII. Governing Law

This agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas, for any action under this Agreement.

XIII. Modifications

In the event that a Party desires additional services not included in the Scope of Service or modify this MOU, the Parties shall negotiate in good faith as to the scope and time frame for the performance of such additional services and upon reaching an agreement, the agreement shall be memorialized in a written executed amendment setting forth the additional service and time frame for the performance thereof, along with any other pertinent terms and conditions that vary from this MOU and said amendment shall be attached to and become a part of this contract.

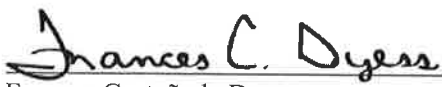
XIV. Entire Agreement

This MOU contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This MOU supersedes any prior written or oral Agreement between the parties.

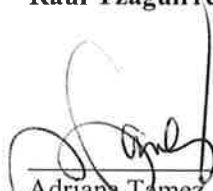
By signing this MOU, the authority representing entities agree to the terms stated for their respective organization.

East End Chamber of Commerce

Raul Yzaguirre Schools for Success



Frances Castañeda Dyess Date
President



Adriana Tamez Date
District Superintendent