

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the "MOU") dated as of January 26, 2022 is made by and between **SUMMIT PREPARATORY CHARTER HIGH SCHOOL** ("Summit"), a local education agency, acting by and through Summit Public Schools,, a California nonprofit public benefit corporation, and **EAST BAY INNOVATION ACADEMY** (the "Partner School"). Summit and the Partner School shall be referred to, collectively, herein as the "Parties."

WHEREAS, Summit plans to recruit teaching candidates (each, a "Resident") to participate in a teacher preparation program (the "Marshall Teacher Residency") located in the State of California (the "State");

WHEREAS, the Marshall Teacher Residency will commence at partner schools in the State at such time as the California Commission on Teacher Credentialing grants Summit the authority to grant teaching credentials and/or Summit enters into a partnership with an entity authorized to grant teaching credentials;

WHEREAS, the Marshall Teacher Residency will give Residents the opportunity to (1) participate in a teacher preparation program that provides teaching credentials; (2) engage in a year-long residency with a cooperating teacher (the "Cooperating Teacher") at a Partner School; and (3) participate in a residency at a local education agency;

WHEREAS, all Parties desire to further their partnership and promote the identification, training, development, and support of high quality teachers for schools;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by all Parties, the Parties hereby covenant and agree as follows:

1. Term. This MOU shall commence on the date first written above and shall continue in effect until full and complete payment of the Placement Fee (as defined herein), upon the terms and conditions set forth herein, unless terminated on such earlier date as provided herein.

2. Representations and Agreements of the Partner School. The Partner School hereby represents to and agrees with Summit as follows:

(a) Number of Residents. The Partner School shall agree to host 2 (two) or more Residents during the 2022-23 academic year.

(b) Designation of Cooperating Teachers. Partner School shall recommend not less than 2 (two) teachers to serve as cooperating teachers during the 2022-23 academic year.

(c) Cooperating Teaching Requirements. Partner School will identify teachers for the Cooperating Teacher role. Those teachers will go through an approval and interview process with faculty from the Marshall Teacher Residency. Partner School shall only select Cooperating Teachers with (i) not less than three (3) years of experience teaching; and (ii) a valid Clear California Teaching Credential, which authorizes them to provide classroom instruction.

(d) Cooperating Teacher Conduct. Partner School shall ensure that each Cooperating Teacher:

- (i) models a high quality classroom designed to meet the needs of individual students, build strong student teacher relationships, and foster classroom community;
- (ii) co-teaches, co-plans, and co-assesses alongside a Resident for the full school year.
- (iii) supports a Resident in the gradual release of responsibility and independent student teaching.
- (iv) conducts formal and informal classroom observations and provides feedback to the Resident and the Marshall Teacher Residency;
- (v) leads coaching conversations to support the growth of a Resident; and
- (vi) participates in trainings and professional development for Cooperating Teachers.

(e) School Leader Duties. School Leaders are expected to (i) Ensure roles and responsibilities are followed and Cooperating Teachers have the support they need for their role; (ii) communicate with program faculty for alignment and to ensure adequate support; and (iii) share any observations and feedback with the Marshall Teacher Residency for transparency and alignment of expectations.

(f) Collaboration. Partner School will collaborate with Summit to support the success of the Marshall Teacher Residency. Partner School should expect Residents to:

- (i) Engage in all responsibilities held by the Cooperating Teacher for the four days a week they are on campus or connected through remote instruction, as applicable, for a full academic year, including co-teaching, co-planning, and co-assessing alongside a Cooperating Teacher four days a week for a full academic school year;
- (ii) Independently teach one class section, including planning and assessment of student work, beginning in January through the end of the school year;
- (iii) Participate in appropriate school meetings and professional development. Residents should not take on action items from these meetings;
- (iv) Attend school events that are required for all faculty, including Back to School Nights, as long as they do not interfere with weekly learning experiences for Marshall Teacher Residency and

- (v) Substitute for the Cooperating Teacher throughout the school year and for up to 1 day per month for other teachers at the same school site, pending acquisition of a 30 day substitute teaching permit.
- (vi) Provide lunch supervision for 3-4 days per week throughout the school year and
- (vii) Provide after school support from 3:30-5:30pm 1-2 days per week throughout the school year.

(g) Restricted Activities. Partner School should not expect Resident to:

- (i) Be the teacher of record or independently lead any part of the school day without the Cooperating Teacher present, including test proctoring;
- (ii) Be present at school sites or any special events that interfere with Marshall Teacher Residency learning experiences one day per week; or
- (iii) Drive students or drive for any school trips or events.

(h) Residency Fee. Partner School shall pay to the Community High School Foundation (the "Foundation"), a California nonprofit organization, or such other entity designated by Summit, on behalf of the Marshall Teacher Residency a fee (the "Resident Support Fee") of \$14,000 (Fourteen Thousand Dollars) per Resident placed with Partner School per year.

(i) Additional Obligations. Resident shall have satisfied Partner School's health and safety policies relating to placement at Partner School including, but not limited to, background checks and clearance requirements. Partner School shall require that each Resident that it hosts submit to any and all background check and clearance requirements (e.g. fingerprinting) that such Partner School's teachers complete prior to commencing employment with Partner School. Neither Partner School nor the Resident shall be permitted to waive this requirement.

(j) Recruitment. Partner School shall identify an internal point of contact who will support and collaborate with the Marshall Teacher Residency in accessing the Partner School's networks, events, and communication channels in support of recruiting candidates from the Partner School's and local community.

(k) Recording. The Partner School provides assurance that a recording policy is in place that enables Residents to record their teaching with students for use in the residency program and the required Teaching Performance Assessment.

3. Representations and Agreements of Summit. Summit hereby represents and agrees with Partner School as follows:

(a) Residents.

(i) Resident Recruitment and Selection.

Summit agrees to use best efforts to provide Partner School with the agreed number of residents, as provided in Section 2(a) of this MOU. Summit expects to use reasonable efforts to provide to the Partner School the agreed number of residents, nothing herein should be construed as a promise or guarantee that Summit will be able to provide the agreed number of residents.

Summit shall only place Residents at the Partner School if the Resident possesses:

(i) A 30 Day California Substitute Teaching Permit;

(b) Program Support. The Marshall Teacher Residency shall employ a regional team to support the Residency Program, including mentors to support Residents in the region with the coaching and coursework of the type described in the Residency Documents.

(c) Collaboration. Summit will collaborate with Partner School to support the success of the Marshall Teacher Residency.

4. Status of Residents.

(a) General.

(i) Residents will have the status of learners. Any services rendered by Residents are incidental to the educational purpose of their and the Partner School's participation in the Marshall Teacher Residency.

(ii) Residents are not and shall not be deemed to be an employee, independent contractor, agent or representative of Summit or the Partner School and will not be entitled to any remuneration for services rendered;

(ii) Residents shall not be entitled to wages from Summit or Partner School for services provided as a Resident; and

(iii) Although Residents shall not be deemed to be employees, independent contractors, agents, or representatives of Summit or Partner School, Residents are advised to adhere to your school site's guidelines concerning conduct, process, and key policies.

(b) Future Employment of Residents. The Marshall Teacher Residency is designed to prepare Residents who may then have an opportunity to continue to teach in

schools. Nevertheless, Partner School is not expected to guarantee employment for Residents following completion of the Marshall Teacher Residency;

(c) Placement Fee.

- (i) The Partner School and Summit agree and acknowledge that costs are incurred by the Marshall Teacher Residency for the recruitment, selection, training and support of Residents. Should the Partner School employ a teacher that has completed the Marshall Teacher Residency, the Partner School shall pay to the Community High School Foundation (the "Foundation"), a California nonprofit organization, or such other entity designated by Summit, on behalf of the Marshall Teacher Residency a fee (the "Placement Fee") of \$6,000 (Six Thousand Dollars) for each of the first two (2) years that the former Resident is an employee of the Partner School.
- (ii) Summit shall invoice, or cause to be invoiced, the Partner School for all amounts due under this MOU and Partner School shall make payment to the Foundation or such other entity designated by Summit no later than October 15th of each calendar year. The Marshall Teacher Residency shall invoice the Partner School fees for each of the individual Teacher(s) employed by and placed at the Partner School.
- (iii) Partner School agrees and acknowledges that none of Summit, the Marshall Teacher Residency, or the Foundation shall have an obligation to provide a refund to the Partner School any amount paid by or on behalf of the Partner School regarding any Resident for any reason whatsoever, including, but not limited to withdrawal of the Resident from the Marshall Teacher Residency, after October 15th of such calendar year.

5. Marshall Teacher Residency Documents. The Partner School and Summit acknowledge and agree that they have been provided with and read information regarding the Marshall Teacher Residency, including program materials and applicable agreements (collectively, the "Residency Documents"). In the event of any perceived or actual inconsistency between this MOU and the Residency Documents the parties agree to confer to resolve the inconsistency.

6. Entire Agreement. This MOU constitutes the final and entire agreement between the Parties regarding its subject matter, and supersede all other related oral or written agreements or policies. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, unless expressly waived in writing and signed by a duly authorized representative of Summit.

7. Termination. (a) This MOU may be terminated at any time by mutual written agreement of the Parties hereto. In the event of a termination, the Marshall Teacher Residency shall be entitled to all outstanding amounts due up to the date of termination.

(b) Either Party (the “Non-breaching Party”) may terminate this MOU, effective immediately upon delivery of written notice to the other Party (“Breaching Party”) if the Breaching Party materially breaches any provision of this MOU and does not cure the breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party.

8. Confidentiality. Except as required by law, the Parties shall keep confidential any and all personnel records and proprietary information concerning operations, business plans, trademarks, patents, trade secrets, copyrights, and other intellectual property.

9. No Third Party Beneficiaries. This MOU is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon any person, entity, or other third party (including without limitation any of the Residents), other than the Parties hereto.

10. Governing Law. This MOU will be governed by and construed in accordance with the laws of the State of California. The Parties further submit to and waive any objections to the personal jurisdiction of and venue in San Mateo County, California for any litigation arising out of this MOU.

11. Modifications and Severability. This MOU may be modified only by a written amendment signed by both Parties. If any provision of this MOU is found to be unenforceable or invalid, such unenforceability or invalidity will not render this MOU unenforceable or invalid as a whole and, in such event, such provision is to be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.

12. Assignment; Resale; No Waiver. This Program Agreement will be binding upon and inure to the benefit of all of Summit’s and the Partner School’s successors and assigns, which will be bound by all of the obligations of their predecessors or assignors.

13. Compliance with MOU Requirements. To the extent Summit determines that Partner School is not substantially in compliance with the requirements set forth herein, Summit reserves the right to suspend or terminate the Partner School’s participation in the Marshall Teacher Residency effective immediately.

14. Counterparts. This MOU may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

15. Section Headings. Section headings have been inserted in this MOU as a matter of convenience of reference only, and it is agreed that such section headings are not part of this MOU and will not be used in the interpretation of any provisions of this MOU.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this MOU as of the date written below.

SUMMIT PREPARATORY CHARTER HIGH SCHOOL,
acting by and through Summit Public Schools

By (Signature): *Pamela Lamcke*

Name (Printed): Pamela Lamcke

Title: Executive Director

By (Signature): *Adam Carter*

Name (Printed): Adam Carter

Title: Executive Director

EAST BAY INNOVATION ACADEMY,
as PARTNER SCHOOL

By (Signature): *Michelle Cho*

Name (Printed): Michelle Cho

Title: Executive Director

Dated: 2022-02-05