

**MEMORANDUM OF UNDERSTANDING  
BETWEEN EL CAMINO REAL CHARTER HIGH SCHOOL AND**

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This Memorandum of Understanding (“MOU”) is entered into as of \_\_\_\_\_, 2015 and is by and between El Camino Real Charter High School (“El Camino”), a California non-profit public benefit corporation, and \_\_\_\_\_ (“Placement Organization”), collectively referred to as the “Parties” and individually referred to as a “Party,” with respect to the following facts:

**RECITALS**

WHEREAS, El Camino operates a California public charter high school located in Woodland Hills, California; and

WHEREAS, the mission of El Camino is to educate its diverse student body by developing students’ talents and skills so they will succeed in a changing world, value and respect themselves and others, and make a positive contribution to our global society; and

WHEREAS, El Camino has adopted a Visiting International Student Policy (the “Policy”) because it recognizes that personal contact between students of different countries and cultures promotes global awareness and a more balanced understanding of the world; and

WHEREAS, Placement Organization arranges the placement of international student exchange visitors for the purpose of providing students with the opportunity to attend a high school in the United States; and

WHEREAS, Placement Organization desires to place students (“Visiting Students”) at El Camino and El Camino is willing to accept the students into the El Camino classrooms;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants set forth herein, the Parties set forth the following MOU:

1. Placement Organization Responsibilities.
  - a. Placement Organization shall ensure that it and its officers, directors, employees, and agents comply with all requirements and responsibilities outlined in the Policy, and any applicable state, federal and international laws, rules and regulations.
  - b. Placement Organization shall be solely responsible to ensure that all Visiting Students take all the necessary steps to enter into the United States legally for the purposes of Placement Organization’s program, including but not limited to obtaining any necessary immigration documents such as visas, and securing all travel arrangements.

- c. Placement Organization must determine if it is required to register with the California Attorney General's Registry of International Student Exchange Visitor Placement Organizations and, if required, take the necessary steps to register. (See Gov. Code §§ 12623, 12626.) Placement Organization must also fulfill all requirements under the Attorney General Regulations pursuant to the California Uniform Supervision of International Student Exchange Visitor Placement Organizations Act and its implementing regulations(see Cal. Code Regs., title 11, § 350 *et seq.*). Placement Organizations are also required to comply with applicable federal law and regulations, including any necessary international exchange program designation from the United States Department of State.
- d. Placement Organization is required to ensure that every Visiting Student has the health and accident insurance detailed in the "Health and Accident Insurance" section of the Policy.
- e. Placement Organization is solely responsible for screening, selecting, matching, and providing necessary information to host families and Visiting Students, in compliance with state and federal law and regulations. Placement Organization understands that all Host Families will be required to sign El Camino's Host Family Agreement.
- f. Placement Organization shall provide and maintain the following insurance coverage from insurance companies with a current A.M. Best's rating of no less than A:VII, until obligations under this MOU are satisfied:
  - i. Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the responsibilities outlined in this MOU, and Employers' Liability insurance with a minimum limit of one million dollars (\$1,000,000). Evidence of qualified self-insured statutes will also suffice of this section.
  - ii. Commercial general liability insurance (occurrence form CG 0001) with a minimum combined single limit of one million dollars (\$1,000,000) for each occurrence, and specifically covering loss from liability imposed by law or assumed under contract.
  - iii. Comprehensive automobile liability insurance (form number CA 0001, covering code 1 (any auto), if transporting Visiting Students, with a combined single limit of liability of one million dollars (\$1,000,000) each occurrence.
  - iv. El Camino and its directors, officers, employees, volunteers and agents (collectively, "Insured Parties") shall be named as additional insureds under the general liability and auto liability policies, and such

insurance shall be primary insurance as respects Insured Parties. Any insurance, self-insurance or other coverage maintained by the Insured Parties shall be excess of Placement Organization's insurance and shall not contribute to it.

- v. El Camino shall be given a minimum of thirty (30) days prior written notice of any cancellation or material modification of the insurance policies required by this MOU.
- vi. Placement Organization shall provide to El Camino certificates of insurance and additional insured endorsements at the commencement of this MOU and as may be periodically requested by El Camino, provided that failure to do so shall not waive the Providing Organization's obligation to provide such documents. Providing Organization shall, upon request of El Camino at any time, provide complete, certified copies of the required insurance policies, including endorsements.
- g. Placement Organization shall treat the methods and materials of El Camino as proprietary and confidential.
- h. Placement Organization shall also perform the following functions pursuant to this MOU: promote and advertise El Camino; provide completed Visiting Student applications to El Camino in a timely fashion; provide the required yearly or semester tuition for each Visiting Student scheduled to attend El Camino prior to the Visiting Student receiving an I-20 form from El Camino or attending the school; and communicate and respond to El Camino in a professional, courteous and timely manner. El Camino, in its sole discretion, shall, in its sole discretion, determine which Visiting Student applications to accept and the amount of required yearly or semester tuition for each Visiting Student. Placement Organization understands that Visiting Students shall be required to sign El Camino's Visiting Student Consent and Indemnification Agreement.
- i. Placement Organization is required to share with El Camino all applicable information and forms submitted by the Visiting Students pertinent to El Camino in a timely fashion. Such information includes, but is not limited to the Visiting Students' allergies, major and minor physical, psychological, and emotional medical issues that El Camino should be aware of, dietary restrictions, travel arrangements, and proof of health and accident insurance. Furthermore, the Placement Organization shall share with El Camino any other documentation requested to prove the Placement Organization and Visiting Students' compliance with the Policy and any applicable laws, rules and/or regulations.

j. Placement Organization's Representative shall be:

i. Name: \_\_\_\_\_

ii. Address: \_\_\_\_\_

iii. Phone: \_\_\_\_\_

2. Term and Termination.

- a. This MOU will terminate one (1) year after this MOU is fully executed, unless extended in writing by both Parties or terminated earlier in accordance with this MOU.
- b. This MOU may be terminated by either Party for any reason, with or without cause, upon thirty (30) days written notice; provided the MOU may not be terminated while one or more Visiting Students are visiting El Camino including any related travel.

3. Release, Indemnification, Hold Harmless and Defense.

To the maximum extent allowable by law, the Placement Organization agrees to release, indemnify, defend and hold El Camino and its trustees, officers, employees, agents and volunteers, and each of them ("Indemnified Parties") harmless and free from all claims, actions, proceedings, loss, audits, losses, liabilities or expenses, and damages of every kind and description, including attorney fees and litigation expenses, arising from, pertaining to or related to or in any way connected with a Visiting Student's participation in El Camino's visiting international student program, related homestay, and/or the performance of this MOU whether claimed by Placement Organization or any other person or entity. Placement Organization's obligation under this section shall apply regardless of any negligence of Indemnified Parties, provided however that it shall not extend to any liability caused by the sole negligence or willful misconduct of Indemnified Parties. This indemnification, harmless and defense obligation shall survive the termination or expiration of this MOU.

4. Other Considerations.

- a. This MOU governs the relationship between El Camino and the Placement Organization.
- b. The Visiting Student/Study Abroad Coordinator will act as the liaison between El Camino and the Placement Organization.
- c. The El Camino assigned representative and the Placement Organization shall discuss and agree in writing to the terms of the Visiting Students' visits to El Camino and budget required for such visits. El Camino shall not be

responsible for any costs or expenses of Placement Organization or any Visiting Student.

- d. The number of Visiting Students in one trip will be limited to not more than 5% of the total enrollment Visiting Students eligible to enroll in grades 9 and 12 with a preference for upper grade students (e.g. grades 11 and 12). The Placement Organization and Visiting Student/Study Abroad Coordinator will separately negotiate the exact number of Visiting Students permitted on each trip. The exact number of Visiting Students will be decided upon no later than a month prior to the scheduled date for the visit.
- e. This MOU supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Any modification of this MOU will be effective only if it is in writing and signed by both Parties.
- f. This MOU will be governed by, construed, and enforced in accordance with the laws of the State of California.
- g. The proper jurisdiction, forum and venue for any action or other proceeding arising from, related to or pertaining to, including a proceeding to interpret this MOU, will be located in the State of California, County of Los Angeles. The Parties agree not to bring any action or proceeding arising out of or relating to this MOU in any other jurisdiction, forum or venue. The Parties hereby submit to personal jurisdiction in the State of California for the enforcement of this MOU and hereby waive any and all personal rights under the law of any state or country to object to jurisdiction within the State of California for purposes of any legal action or proceeding to enforce this MOU, whether on grounds of lack of personal jurisdiction or inconvenient forum, or otherwise.

5. Signature Authority.

The persons executing this MOU on behalf of their respective parties represent and warrant that they have authority to do so under law and from their respective parties.

(Continued on the following page)

6. Counterparts.

This MOU may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures will have the same force and effect as original signatures. Each counterpart will be deemed an original instrument as against any party who has signed it.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year in the first line of this MOU.

\_\_\_\_\_  
Placement Organization  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
El Camino Real Charter High School  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date