

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) dated as of November 18, 2021 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 **RAVENSWOOD CITY SCHOOL DISTRICT** (the “Partner School”). Summit and the Partner School shall be referred to, collectively, herein as the “Parties.”

**WHEREAS**, teaching candidates (each, a “Resident”) participated in a teacher preparation program (the “Marshall Teacher Residency”) located in the State of California (the “State”) operated by Summit;

**WHEREAS**, the Marshall Teacher Residency gives Residents the opportunity to participate in a teacher preparation program that provides teaching credentials; engage in a year-long residency with a cooperating teacher (the “Cooperating Teacher”) at a partner school and participate in a residency at a local education agency;

**WHEREAS**, the Marshall Teacher Residency promotes the identification, training, development, and support of high quality teachers for schools;

**WHEREAS**, local education agencies throughout the State of California desire to access high quality teachers with the skills and training of programs such as the Marshall Teacher Residency;

**WHEREAS**, the Marshall Teacher Residency desires to share its network of high quality Residents and former Residents with local education agencies throughout the State of California and ensure Residents can access teaching opportunities with local education agencies;

**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. Employment of Residents.** The Marshall Teacher Residency is designed to prepare Residents who may then have an opportunity to continue to teach in schools.

**3. Placement.** (a) 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 in the 2021-2022 cohort, 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 \$7,000 (Seven Thousand Dollars) for each of the first two (2) years that the former Resident is an employee of the Partner School.

(b) 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.

(c) 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.

(d) Each Resident shall at all times remain an employee of the Partner School until such time as the Resident’s employment is otherwise terminated in accordance with the policies and procedures of Partner School. The Parties understand and agree that Residents are not and shall not be agents or employees of Summit and shall not be entitled to any compensation or benefits to which employees of Summit are entitled.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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):

Name (Printed): Pamela Lamcke

Title: Executive Director

By (Signature): 

Name (Printed): Adam Carter

Title: Executive Director

**RAVENSWOOD CITY SCHOOL DISTRICT,  
as PARTNER SCHOOL**

By (Signature):

Name (Printed): Gina Sudaria

Title: Superintendent

**Dated:** \_\_\_\_\_