

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) dated as of April 10, 2018 is made by and between **SUMMIT PUBLIC SCHOOLS**, a California nonprofit public benefit corporation (“Summit”), having an office at 780 Broadway Street, Redwood City, California, and **THOMAS RUSSELL MIDDLE SCHOOL** (the “Partner School”). Summit and the Partner School shall be referred to, collectively, herein as the “Parties.”

WHEREAS, pursuant to the Education Services Agreement, dated as of November 1, 2017, by and between Alder GSE University, a California nonprofit public benefit corporation (“Alder GSE”) and Summit, as amended and supplemented by the Commitment to Alder Teacher Residency, Summit will recruit teaching candidates (each, a “Resident”) to participate in a teacher preparation program (the “Summit Learning Teacher Residency”);

WHEREAS, pursuant to a Program Agreement, by and between Summit and the Partner School, Summit has agreed to provide the Summit Learning Program (the “Summit Learning Program”) and the Summit Learning Platform (the “Platform”) to the Partner School;

WHEREAS, participation in the Summit Learning Program includes, among other things, the base curriculum, professional development and training, ongoing support and mentorship, and access to the Platform;

WHEREAS, the Summit Learning Teacher Residency will give Residents the opportunity to (1) participate in a teacher preparation program that provides multiple, single subject and/or educational specialist teaching credentials; (2) engage in a year-long apprenticeship with a mentor teacher (the “Cooperating Teacher”) at a Partner School; and (3) participate in a residency at a Partner School engaged in Summit Learning;

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 be effective from the date set forth above to June 30, 2019 for the Partner Schools hosting Residents for the 2018-19 academic year.

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

(a) Number of Residents. During the 2018-19 school year, the Partner School shall agree to host two or more Residents during the 2018-19 academic year.

(b) Designation of Cooperating Teachers. Partner School shall recommend not less than two (2) teachers to serve as cooperating teachers (“Cooperating Teachers”) during the 2018-19 academic year.

(c) Cooperating Teaching Requirements. Partner schools will identify teachers for the Cooperating Teacher role. Those teachers will go through an approval process with faculty from the

Summit Learning Teacher Residency to determine if they meet the criteria for the role. 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, personalized learning classroom;
- (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 Summit Learning 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) Share observations and feedback regarding Resident performance with the Mentor for the Partner School for transparency and alignment of expectations.

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

- (i) Co-teach, co-plan, and co-assess 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) Lead one section of personalized learning time with the support of the Cooperating Teacher for the length of the school year.
- (iv) Cooperating Teachers should help set the tone and culture of the personalized teaching time at the start of the year, and generally work in the personalized learning time classroom to be available for any additional support that Residents may need;
- (v) Mentor alongside the Cooperating Teacher for any mentoring activities that occur on the days Resident is on campus.

- (vi) Participate in all school site meetings and professional development. Residents should not take on action items from these meetings.
- (vii) Supervise alongside the Cooperating Teacher, but not be assigned their own supervision times or responsibilities.
- (viii) Attend school site events that are required for all faculty, including Back to School Nights, as long as they do not interfere with SLTR learning experiences one day per weeks.

(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) Substitute for any other teacher or faculty member beyond the Cooperating Teacher;
- (iii) Be present at school sites or any special events that interfere with SLTR learning experiences one day per weeks; or
- (iv) Drive students or drive for any school trips or events.

(h) Additional Obligations. Resident shall have satisfied Partner School’s health and safety policies relating to placement at Partner School including, but not limited to, fingerprinting and health clearance.

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

(a) Residents. Summit shall only place Residents at the Partner School if the Resident possesses:

- (i) a 30-Day California Substitute Teaching Permit (“STP”) prior to the first day at the Partner School;
- (ii) proof of having passed the California Basic Educational Skills Test (“CBEST”);

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

4. Employment.

(a) Employee Status of Residents.

- (i) Residents are not and shall not be deemed to be an employee or independent contractor of Summit or the Partner School;

- (ii) Residents shall not be entitled to wages or compensation from Summit or Partner School for work performed as a Resident; and
- (iii) Although Residents shall not be deemed to employees or independent contractors of Summit or Partner School, Residents shall be directed to adhere to guidelines found within your school site's handbook, regarding conduct, process, and key policies.

(b) Future Employment of Residents.

- (i) Partner School shall not be required and is not expected to guarantee employment for Residents following successful completion of the Summit Learning Teacher Residency;
- (ii) Partner School and Summit understand that the Summit Learning Teacher Residency is designed to prepare Residents who may then have an opportunity to continue to teach in schools, including classrooms currently engaged in Summit Learning; and
- (iii) Residents who successfully complete the Summit Learning Teacher Residency may be eligible to apply for possible job opportunities with partner schools.

5. Summit Learning Teacher Residency Documents. The Partner School and Summit acknowledge and agree that they have been provided with and read information regarding the Summit Learning Teacher Residency, including without limitation 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 (including with respect to a Resident's tenure with the Summit learning Teacher Residency how the Summit Learning Teacher Residency is run, or the roles and responsibilities of the Summit or Alder GSE throughout the Summit Learning Teacher Residency), the Residency Documents (as in effect or revised from time to time by the Residency) shall control and govern.

6. Entire Agreement. This MOU and any exhibits attached hereto constitute 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, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege unless expressly waived in writing and signed by a duly authorized representative of Summit. No single waiver shall constitute a continuing or subsequent waiver.

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.

If the Partner School is a United States public and accredited educational institution, then (a) this MOU will be governed and construed in accordance with the laws of the state (within the United States) in which the Partner School is domiciled, except that body of law concerning conflicts of law; and (b) any litigation or other dispute resolution between the Partner School and Summit arising out of or relating to this MOU, the Services, or the Partner School's relationship with Summit will take place in federal court within the Northern District of California, and the Partner School and Summit hereby consent to the personal jurisdiction of and exclusive venue of the Northern District of California unless such consent is expressly prohibited by the laws of the state in which the Partner School is domiciled.

10. Modifications and Severability. This MOU may be modified only: (a) by a written amendment signed by both Parties, or (b) to the extent expressly permitted by this MOU (e.g., by Summit upon notice to the Partner School). In the event that the Partner School refuses to accept such changes, Summit will have the right to terminate this MOU in accordance with Section 11 hereof. If any provision of this MOU or the exhibits attached hereto 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. 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 Summit Learning Teacher Residency effective immediately.

12. 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.

13. 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 PUBLIC SCHOOLS

By (Signature):

Name (Printed):

Title:

**[INSERT NAME],
as PARTNER SCHOOL**

By (Signature):

Name (Printed):

Title:

Dated: _____ 2018