

Memorandum of Understanding (MOU) between Milpitas Unified School District and EnCorps STEM Teachers Program

1. Overview

This MOU describes a formal partnership between the EnCorps STEM Teachers Program (“EnCorps”) and Milpitas Unified School District (“Partner”). EnCorps has carefully screened and selected mid-career professionals who have expertise in science, math, technology, and engineering related fields (“Fellows”) to participate in an unpaid part-time Fellowship whereby they are able to explore their potential future roles as public school educators. Pursuant to the terms set forth in this MOU, EnCorps and Partner shall work together to place Fellows as volunteers who work directly with Partner’s students solely in an academic capacity.

2. Term

This MOU shall be effective from the date signed by both parties (“Effective Date”) for a period of one (1) academic year. Upon the completion of the initial year, this MOU shall automatically renew for each subsequent academic year, unless either party terminates the relationship by providing sixty (60) days’ written notice to the other party prior to the end of the then-current academic year.

3. Description of Volunteer Services Provided by EnCorps Fellows

Fellows commit to volunteering at a Partner site for a minimum of one academic semester, and are encouraged by EnCorps to volunteer with partners for one full academic year. Fellows shall start their volunteer experience with Partner only at the beginning of the academic year (August/September) or at the beginning of the second semester (January).

Fellows may volunteer in one of two ways with Partner:

Tutoring. Fellows volunteer to tutor students for a minimum of two hours per week at a consistent day and time, for a period of no less than one academic semester. Fellows are expected to work during tutoring times established by Partner, and to report to an employee of Partner whose job is to oversee and coordinate student tutoring (“Partner Staff”).

- Fellows shall provide academic support to students in the areas of math, science, and/or related fields (i.e. computer science, engineering). Fellows will self-identify the content areas in which they are comfortable tutoring.
- Fellows shall work with students 1-on-1, or with small groups of students no larger than five, provided that all students in the group are working on the same material or assignment.

- Fellows shall take direction, guidance, and feedback from Partner Staff in order to best serve the students they are working with. This includes participation in any orientation or training events Partner requires of Fellow.

Guest Teaching. Fellows volunteer in a math, science, engineering, technology, or related classroom during the normal school day for a minimum of two hours per week at a consistent day and time, for a period of no less than one academic semester. Fellows shall be supervised by a fully credentialed and experienced teacher who is employed by Partner and who chooses to host Fellow in their classroom (“Host Teacher”).

- Fellows shall assist Host Teacher in their class in any way Host Teacher sees fit, provided Fellow is working directly with students in an academic capacity.
- Fellows may assist Host Teacher with various preparatory tasks as requested and appropriate. However, Host Teacher shall not request that Fellows grade student work for them, clean, organize or prepare lab or classroom supplies when they are not also doing so, or perform tasks unrelated to direct student academic support.
- Fellows shall conduct structured observations of Host Teacher’s class, as well as reflections of their experience. Observations and reflections will be shared with Host Teacher via Google Docs.
- Toward the end of the Guest Teaching experience, Fellow shall be given the opportunity to plan and lead instruction twice, with support and supervision from their Host Teacher. After the lesson, Fellow shall receive formal feedback from Host Teacher, and when possible, EnCorps Staff.
- Fellows shall take direction, guidance, and feedback from Host Teacher in order to best serve the students they are working with. This includes participation in any orientation or training events Partner requires of Fellow.

Potential Benefits for Partner:

- Teachers, instructors, and program staff affiliated with Partner will receive support from a subject/content expert.
- Students served by Fellow will receive more opportunities for individualized attention.
- Students served by Fellow will have an opportunity to learn the relevance of their academic subject matter from an experienced industry professional.
- Partner will have the chance to meet and informally assess a dedicated and professional future teacher.
- Any Host Teachers that host a Fellow as a Guest Teacher in their classroom will receive a \$250 honorarium for each Fellow that is hosted. Honoraria will be paid only in the first year they host that Fellow. Host Teachers are required to administer a student survey and complete a Guest Teaching survey in order to receive this honorarium.

Benefits for EnCorps Fellows:

- Fellows are given the opportunity to experience the education profession firsthand before committing to a credentialing program.

- Fellows are able to meet and network with potential future employers.
- Fellows are able to immediately share their practical and applied knowledge and expertise with students directly.

4. Role and Responsibilities of EnCorps

EnCorps shall:

- Screen, select, train, and match Fellows with Partner who will commit to working with Partner for one academic semester;
- Schedule and facilitate an orientation meeting that will be held with Partner Staff and Fellows;
- Make EnCorps Staff available for ongoing Fellow and Partner Staff support, as well as consultation with Partner, as needed;
- Prepare and disseminate Fellows' Guest Teaching observations and reflection templates, monitor their completion, and provide feedback;
- Provide Partner Staff with both partner surveys and student surveys in electronic and paper (on request) formats; and
- Pay Host Teachers who fulfill the expectations in this MOU a \$250 honorarium for each Fellow they host that is engaged in Guest Teaching in their classroom. The honorarium is only made available to Host Teachers in the first year they host that Fellow.

5. Role and Responsibilities of Partner

Partner Staff (Tutoring) shall:

- Be familiar with EnCorps and EnCorps' Tutoring Handbook;
- Participate in an initial orientation meeting with the EnCorps Staff and Fellow;
- Provide opportunities for the Fellows to work with students in a variety of settings during designated tutoring times and ensure that students are present to meet with Fellow;
- Make time to meet with the Fellows at least once every other week (for 10-15 minutes) to field questions, give formal feedback, or debrief the Fellow's experience;
- Observe Fellows when they are tutoring or guest teaching and provide feedback periodically to both the Fellows and EnCorps staff;
- Proactively contact EnCorps Staff if any concerns arise; and
- Complete EnCorps' Partner survey, and administer EnCorps' Student Survey to students who worked with Fellows more than three times in an academic semester. Both surveys shall be completed at the end of the semester and submitted before the last day of the school year.

Additionally, Partner is responsible for scheduling and managing student appointments with Fellows, according to the schedule mutually agreed upon with the Fellow. This includes the frequency and duration of sessions, location of sessions, and when the tutoring shall be discontinued. If the student will be managing his/her schedule with the EnCorps Fellow directly, Partner is responsible for ensuring that the student(s) is/are comfortable with all of the logistics listed above. Partner is responsible for proactively communicating any schedule changes with the EnCorps Fellow.

Host Teachers (Guest Teaching) shall:

- Be familiar with EnCorps and EnCorps' Guest Teaching Handbook;
- Actively choose to host an EnCorps Fellow in their classroom, and have the teaching experience and professional capacity to utilize this resource effectively;
- Participate in an initial orientation meeting with the EnCorps Staff and Fellow;
- Provide opportunities for the Fellows to provide direct academic support to students in their class;
- Make time to meet with the Fellow at least once every other week (for 10-15 minutes) to field questions, provide feedback, or debrief the Fellow's experience;
- Allow the Fellow to lead instruction at least twice during the semester;
- Support and provide feedback to the Fellow on their whole-group lesson plan before they lead instruction, observe while they are teaching, and subsequently provide feedback;
- Proactively contact EnCorps Staff if any concerns arise; and
- Complete EnCorps' Partner survey and administer EnCorps' Student Survey to students who were in classes where Fellows were present. Both surveys should be completed at the end of the semester and submitted before the last day of the school year. When the Partner survey and student surveys are completed, and the honorarium form and W9 has been received by EnCorps staff, the \$250 honorarium is paid.

Additionally, Host Teacher is responsible for scheduling and managing student appointments with Fellows, according to the schedule mutually agreed upon with the Fellow. Partner is responsible for proactively communicating any schedule changes with the EnCorps Fellow.

Partner Principals / Administrators shall:

- Read and understand EnCorps' Partnership Guide;
- Sign a memorandum of understanding (MOU) with EnCorps in advance of the beginning of Fellows volunteering with Partner;
- Help EnCorps Staff identify tutoring staff and Host Teachers and connect them with EnCorps Staff;
- Be available to EnCorps Fellows and EnCorps Staff to address questions or concerns as they arise; and
- Proactively contact your regional EnCorps Staff if any concerns arise.

6. Fellow Screening and Background Checks

EnCorps carefully screens and selects its Fellows, but Partner is ultimately responsible for conducting volunteer intake directly with Fellows as is consistent with their internal volunteer policies. This may include LiveScan background checks, TB screening, volunteer application forms, or site orientations. Because EnCorps works with dozens of schools and nonprofit partners across the state, each of whom requires slightly different items of their volunteers, EnCorps does not conduct Livescan checks internally and leaves it to Partners to do so.

7. Access to Space, Resources, and Student Information

Partner will make available any necessary space, materials, and educational resources to EnCorps Fellows and EnCorps Staff so that they may complete their roles and responsibilities as outlined in this MOU. These include, but are not limited to: copy machines and paper, pens, markers, overhead projectors, computers, and an internet connection. For tutoring, Partner will provide Fellows with a room or dedicated space in which tutoring can be held.

Partner shall make student academic information available to Fellow in order for Fellow to better help students with academic objectives and support the effectiveness of the Fellow's work. Student academic information here refers to grades, behavior history, narratives on school performance, special education status (IEP or 504 plan), and any other information Partner Staff deems necessary for the Fellow to work effectively with the student in an academic capacity. Partner reserves the right to withhold student information if it is not related to providing academic support to the student or if it is protected by privacy laws or Partner policies. Any disclosure of student academic information, if at all, shall be made pursuant to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g and 34 CFR Part 99).

8. Check-Ins and Meetings

Fellow, EnCorps Staff, and Partner Staff will participate in an initial orientation meeting before Fellow's volunteering begins. EnCorps Staff will facilitate this meeting at Partner's location.

Fellow and Partner staff / Host Teacher shall establish a regularly scheduled meeting time or mechanism to meet, at least once every other week for no less than fifteen (15) minutes.

EnCorps Fellows, Partner Staff, and Host Teachers shall assume responsibility for contacting EnCorps Staff should issues or questions arise. If the Fellow is not fulfilling their time commitment, or behaves in a manner that is inconsistent with Partner's expectations, Partner shall contact EnCorps Staff immediately so that the problem can be addressed. In the absence of communication from Partner or Fellow, EnCorps Staff shall reach out to both Fellows and Partner Staff at least once per academic semester.

9. Budget

A Partnership with EnCorps is FREE to Partners. EnCorps STEM Teachers Program shall cover the full cost of the application process, selection, and initial orientation of Fellow, as well as costs related to placing Fellows with Partner as volunteer Tutors or Guest Teachers. This also includes all EnCorps Staff-related costs, costs related to the professional development of Fellows and all associated orientation, training, and curriculum costs, and any other related costs.

10. Use of Media and Names

Partner grants EnCorps the right to use the first name and image (either video or photograph) of staff and/or students who are receiving services from EnCorps Fellows for any lawful purpose, including

publicity, illustration, public relations, or advertising. Media can include, but is not limited to: websites, videos, print material, and other branded collateral. If student images and names are to be used, EnCorps agrees to follow Partner's policies governing such use, including obtaining any required authorizations prior to such use.

11. Acknowledgement of Fellow Performance

EnCorps takes great care in assessing and selecting exceptional EnCorps Fellows. This initial screening process is part of the service that EnCorps provides to Partner. If there are questions about a specific Fellow's experience or background, Partner Staff can ask the Fellow over the phone, by email, or contact EnCorps directly to discuss the match.

EnCorps Fellows will work with students to the best of their ability, but EnCorps cannot guarantee an increase in student grades as a result of students having worked with an EnCorps Fellow. Student success depends upon many factors, including, level of participation, attendance and commitment.

12. Indemnification / Liability

Partner acknowledges that all EnCorps Fellows referred by EnCorps are volunteers. EnCorps uses a rigorous and highly selective process for choosing Fellows. However, EnCorps cannot be held responsible for conduct by a Fellow that is unpredictable and negligent. If a Fellow is responsible for any harm caused to Partner's facilities or persons, then such Fellow shall be solely responsible for such acts.

Within the limits of Partner's insurance policies, Partner shall indemnify and hold EnCorps harmless from and against any and all liabilities, claims, losses, demands and causes of action, of any kind (including attorney's fees, costs, interest or other damages) that EnCorps may incur or suffer and that result from, or are related to any harm sustained by a Fellow or EnCorps Staff while working at Partner's site.

13. General Terms

- It is agreed that the relationship of EnCorps to Partner is that of an independent contractor, that EnCorps and Partner shall provide all services under this Agreement as independent contractors, and that neither EnCorps nor Partner shall have the authority to bind or make any commitment on behalf of the other. Nothing herein shall be construed to create a joint venture, partnership, employer-employee, association, or principal-agent relationship between EnCorps and Partner.
- Should it be determined that any term of this MOU is unenforceable, that term shall be deemed deleted. The validity of the remaining terms shall not be affected by the deletion of the unenforceable term.
- The laws of the State of California shall apply.
- Any controversy or claim arising out of or relating to this MOU, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. The arbitration hearing

shall take place in Los Angeles, CA before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- Any amendments to this MOU must be in writing executed by both parties.
- This Agreement constitutes the entire agreement and understanding between EnCorps and Partner and replaces all prior negotiations, discussions or proposals.

Signatures:

The undersigned are authorized by their organization to sign and bind their organization to the terms of this MOU as outlined above.

Signed: 

Date: __June 3, 2019__

Print Name: __David Taus__

Organization: __EnCorps__

Signed: _____

Date: _____

Print Name: _____

Organization: _____