

**Alder GSE Education Services Agreement
Root Partner, California**

This Education Services Agreement (this “Agreement”) is made and entered into effective as of [July 1, 2020] (the “Effective Date”), and shall expire at the end of the Term (defined herein), by and between Alder Graduate School of Education, a California nonprofit public benefit corporation, hereinafter called “Alder GSE,” and [Hemet Unified School District] , hereinafter called “Partner”.

Recitals

WHEREAS, Partner is [Hemet Unified School District] known as [Hemet] and located in [Hemet, California];

WHEREAS, subject to the terms and conditions of this Agreement, Partner desires to recruit teaching candidates (“Residents”) to participate in Alder GSE’s teacher preparation program that will provide multiple, single subject, and/or educational specialist teaching credentials from either Alder GSE or its contractual partner Teachers College of San Joaquin; support in completing requirements for bilingual authorization; and either a Master of Arts with a concentration in Teaching or a Master of Arts with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to individually as the “Teacher Residency at Alder GSE”.

WHEREAS, the intention of both Alder GSE and Partner is to:

- Create a pipeline of excellent, diverse teachers who stay within Partner for the long haul
- Elevate teacher leaders in the classrooms as Mentors
- Increase opportunities to develop teachers for high need areas
- Create pathway into the profession for IAs, paras and others working in Partner
- Allow teacher candidates to fully focus on learning to be excellent teachers all year
- Engage all stakeholders

The terms spelled out below seek to ensure these ends.

In consideration of the promises and mutual covenants and agreements set forth below, the parties hereto agree as follows:

Agreement

1) Program Coordination and Administrative Communication.

- a) The program consists of 34 units of coursework for a Master of Arts with a concentration in Teaching or 37 units of coursework for a Master of Arts with a concentration in Special Education, and includes Takeover Days as set forth in Exhibit B (the “Program”). The Program is focused on preparation for a California teaching credential and Master’s degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program structure as well as the requisite state of California assessments required of all credential and Master’s degree candidates, will be awarded a Master of Arts with a concentration in Teaching or Special Education, as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing for the corresponding preliminary teaching credential by either Alder GSE or its contractual partner Teachers College of San Joaquin.
- b) Alder GSE shall be responsible for the coordination, administration, and the delivery of credit bearing instruction with respect to the Program, as more specifically set forth in this Agreement.
- c) Alder GSE designates [Shayna Sullivan] as the Alder GSE Liaison who will serve as Partner’s primary point of contact. The Alder GSE Liaison shall act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE shall not designate a different individual as the Alder GSE Liaison without at least two

weeks' notice to Partner from Alder GSE.

- d) The parties agree that prior to hosting enrolled residents at its school sites, Partner will spend [2020-2021] recruiting candidates for the [2021-2022] school year and setting up the program in collaboration with Alder GSE. Prior to and during this preparation year, the "Planning Year", Alder GSE will not make financial contributions to the program unless otherwise specified in Exhibit A.
- e) During the Planning Year Partner may identify Additional Partner(s) (collectively with Partner, "Partners") to sign an agreement with Alder GSE in order to meet the required minimum enrollments in Section 3g. Partners will then jointly recruit in the [2021-2022] school year for the [2022-2023] school year for a combined cohort (the "Combined Cohort"). Should Partner be unsuccessful in identifying Additional Partners or otherwise meet the requirements in Section 3g, this agreement will terminate per the terms of Section 7.
- a) Prior to interviewing potential Residents during the Planning Year, Partner shall designate an individual who will act as the Partner Director of the Teacher Residency (the "Partner Director") with the approval of Alder GSE. The Partner designates an [employee to be named later] as the Partner Director. The Partner Director shall act as formal and integral player with respect to matters pertaining to this Agreement. The Partner shall not designate a different individual as the Partner Director without the prior approval of Alder GSE from which approval shall not be unreasonably withheld. The requirements of the Partner Director are set forth in Exhibit F. If Partner recruits one or more Additional Partners, the Partner Director will support the Combined Cohort and be recognized by Partners in this role. Per the terms of Exhibit A, Alder GSE will contribute a single amount to support one Partner Director for the cohort or Combined Cohort, beginning in the year following the Planning Year.
- f) After the Planning Year Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in credential courses and Master's courses at Alder GSE. The field/classroom placements for the California teaching credential shall take place on the Partner campuses. The specific placement assignments for each Resident shall be mutually agreed upon by the parties. Partner shall be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.
- g) To the extent required by applicable law, Partner shall be responsible for providing adaptations and accommodations on its school sites to any Resident with a disability. To the extent required by applicable law, Alder GSE shall be responsible for providing adaptations and accommodations at sites where in-person academic bearing classes are being held to any Resident with a disability.
- h) Partner agrees to participate in surveys to provide feedback to Alder GSE.

2) The Program.

- a) Alder GSE shall be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in Exhibit B attached hereto.
- b) Partner shall provide one mentor ("Mentor Teacher") for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner shall be responsible for the cost of Mentor Teachers in accordance with Exhibit A. The Mentor Teachers shall be responsible for all duties set forth in the Mentor Teacher job description attached hereto as Exhibit C. Alder GSE shall be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In

the event a Mentor Teacher is unable to complete the full academic year, Partner shall be responsible for finding a replacement Mentor Teacher as soon as reasonably practical.

- c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment.
- d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in Exhibit D. [Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder GSE's formal education program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) the attendance requirements expectations for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) and that Partner must not use Residents for substitute teaching or to otherwise displace the work of paid personnel of the Partner; (v) that Residents should have no expectation of compensation for work performed during the program; (vi) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vii) that there is no guarantee of a paid job for the Resident with the Partner at the end of the program.]
- e) Partner shall permit and encourage the Partner Director to attend at least four days of faculty development per year. Travel and lodging expenses for this professional development will be shared with Alder GSE as set forth in Exhibit A. Exhibit G sets forth Alder GSE's faculty development policy for Partner Directors including a list of the faculty development options available.

3) Marketing and Admission.

- a) The parties shall work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials; provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Director and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in Exhibit A, each party shall be responsible for its own costs and expenses associated with the marketing and promotion of the Program.
- b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "[Hemet] Teacher Residency at Alder GSE" to refer to its program on all materials.
- c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE shall mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.
- d) Partner shall be responsible for the nomination of candidates to the Program using the criteria attached hereto as Exhibit E. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner shall be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.

- e) Partner shall review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE shall grant admission based on the criteria set forth in Exhibit E. Alder GSE will communicate admission decisions to Partner, and then to Residents.
- f) Partner may recruit candidates who are considering applying to one or more other Alder GSE partner program, provided that once a candidate has formally applied to a specific Alder GSE partner program, Partner will cease to recruit that Resident.
- g) The parties agree that, unless otherwise mutually agreed in writing with respect to any given program cohort, in order for the Program to go forward for that cohort, at least 12 Residents must be enrolled into the program cohort during the first year following the Planning Year and at least 23 Residents must be enrolled in the cohort or the Combined Cohort every subsequent year by Partner or Partners (implying a minimum target of 20 Residents who complete the program after allowing for expected attrition); or philanthropic support must have been identified to ensure tuition funding at the level of 12 Residents in the year following the Planning Year and 23 Residents in any year following the Planning Year. Potential Residents will be notified of this contingency as part of the application process. No Residents will be enrolled during the Planning Year. Should Partner desire to enroll more than 12 in the first year following the Planning Year or Partner(s) desire to enroll more than 23 in any subsequent year, Partner will request approval from Alder GSE.

4) Classroom Facilities and Course Scheduling.

- a) Each party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (the “Program Facilities”); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (the “Program Equipment”); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in Exhibit A. Partner will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Director (described in Exhibit F) and the full cohort of Mentor Teachers during mentor trainings (described in Exhibit C).
- b) The Partner Director and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (the “Schedule”) and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.
- c) Residents will register for courses in the Program directly through Alder GSE’s online registration system. Registration for all courses will occur before the beginning of each term.
- d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Director to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.
- e) At the conclusion of each Program cohort, all Residents will participate in Master’s oral examinations. Oral examinations will take place at locations as mutually agreed by the parties, and will be scheduled and conducted, and the Resident’s performance during the examination will be evaluated, in accordance with Alder GSE’s practices.

5) Faculty; Program Support; and Resident Services.

- a) Alder GSE shall select Instructors for the Program, following the processes and requirements set forth by Alder GSE’s Faculty Hiring, Development, and Evaluation committee.

- b) Both parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers and Instructors as needed, and will include the other party in such communications.
 - c) Alder GSE or its contractual partner Teachers College of San Joaquin will provide initial and ongoing advisement to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE and/or Teachers College of San Joaquin policies.
 - d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing policies for maintenance of student records.
 - e) Partner shall provide stipends to Mentor Teachers as described in Exhibit A.
- 6) Financial and Payment Terms.
- a) Residents will remit tuition payments for the Program directly to Alder GSE.
 - b) Each party shall be responsible for all other costs, fees and stipends in connection with the Program as set forth in Exhibit A.
 - c) Each party shall invoice the other party for all amounts owed to such party as calculated per Exhibit A on a quarterly basis. Each party shall remit payment to the other party within thirty (30) days after receipt of invoice.
- 7) Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall continue until [June 30, 2022]. This Agreement will renew automatically for one year unless either party provides the other party with written notice via email by January 1 of their intention not to renew on June 30 of that same year. During the year following a nonrenewal, enrolled Residents will participate in the Program, but no new Residents will be recruited. The initial term and any successive renewal terms are collectively referred to as the “Term”.
 - b) Termination for Cause. Each party shall have the right to terminate this Agreement in the event of the other party’s material breach of this Agreement; provided, however, that such termination will not become effective unless and until (i) the party not in default has given the other party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the party not in default within 30 business days following the giving of the notice.
 - c) Effect of Termination. Any early termination of this Agreement shall be without prejudice to any claims or damages or other rights of one party against the other party. In the event of early termination of this Agreement by either party:
 - i) Residents affected by early termination may continue in obtaining their Master’s degree, but will no longer be considered part of a Program cohort. Alder GSE, in its discretion, may place affected Residents into a different teacher residency program. Partner will reasonably cooperate with Alder GSE with such transition.
 - ii) Partner shall immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation of the Program up to and including the date of notification of termination of this Agreement.
 - iii) Alder GSE shall immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.
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8) Confidentiality.

- a) At all times hereafter, each party (the “Receiving Party”) will keep in confidence and trust all confidential and proprietary information of the other party (the “Disclosing Party”) that the Receiving Party learns of or receives from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party’s advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section shall not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party’s failure to comply with the provisions of this Section 8(a) shall constitute a material breach of this Agreement.
- b) If Alder GSE provides Partner with access to Student Data (as defined below) or if Partner provides Alder GSE with access to Student Data, the following provisions shall apply:
- i) Definition of Student Data. All “education records” and the “personally identifiable information” contained in those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner students and are provided by Partner to Alder GSE shall be deemed “Student Data” for purposes of this Agreement.
- ii) Use of Student Data. Both Partner and Alder GSE shall use the other party’s Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE shall use the other party’s Student Data to for purposes of completing the objectives of the Program as defined herein.
- iii) Access to Student Data. Student Data provided by Alder GSE to Partner shall be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE shall be accessed only by authorized employees of Alder GSE.
- iv) Sharing of Student Data. Neither Partner nor Alder GSE shall share the other party’s Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.
- v) Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, shall remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, shall remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.
- vi) Security of Student Data. Both Partner and Alder GSE shall store and process the other party’s Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and

technical safeguards and security measures (including, but not limited to, encryption, where appropriate or required by law) designed to secure Student Data from destruction, loss, unauthorized access, alteration, disclosure, and use and which shall be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner's data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE shall conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party's Student Data in a timely manner.

vii) Student Data Breach. Both Partner and Alder GSE agree that each shall notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party's Student Data or the unauthorized disclosure of or access to the other party's Student Data. In such a case, Partner or Alder GSE, as appropriate, shall provide all information reasonably required by the other party, shall investigate, mitigate, and remediate the breach, and shall provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.

viii) Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE, Partner shall return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE shall return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix) Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DDoS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security audits performed in accordance with this provision shall be subject to the following conditions:

- (1) Both Partner and Alder GSE and any auditor shall conduct no more than one audit in any calendar year except that they may conduct additional audits when:
 - (a) Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.
 - (b) Party is required or requested to carry out an audit by applicable law.
- (2) The cost of any audits conducted by Partner and/or its auditors shall be borne solely by Partner.
- (3) The cost of any audits conducted by Alder GSE and/or its auditors shall be borne solely by Alder GSE.

(4) Parties shall give reasonable notice of any audit and shall make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.

(5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:

(a) to any individual unless he or she produces reasonable evidence of identity and authority; or

(b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.

x) Partner's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement.

9) Proprietary Rights.

- a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE shall own all course syllabi, course descriptions (including title, course scope and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and derivative works to such material ("Alder GSE Work Product").
- b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, nontransferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.
- c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information related to the background, characteristics, and performance of any applicants, Residents, alumni, and Mentor Teachers associated with the Program as compared to their peers. Partner agrees that Alder GSE may use such data to measure the impact and value of the program for Partner and Alder GSE. Alder GSE seeks to share impact and value information with Partner to facilitate the calculation of Partner's Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track across partners include but are not limited to (i) demographics of applicants, Residents, alumni, and Mentor Teachers, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized student data. Alder GSE shall provide a template for such data requests in advance. Partner designates an [employee to be named later], to be the main contact for such data requests.

Partner hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use, copy, modify, create derivative works and otherwise exploit the foregoing for its lawful business purposes.

10) Indemnification.

- a) Each party ("Indemnifying Party") shall, at its own cost, defend, hold harmless and indemnify the other party and

its directors, officers, employees and agents (“Indemnified Party”) from and against any and all costs, liabilities, and expenses (including reasonable attorneys’ fees) payable to third parties for claims arising out of breach of this Agreement by, violation of applicable laws or regulations by, or the gross negligence or willful misconduct of the Indemnifying Party, its officers, employees or agents; provided that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party’s prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.

- b) Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys’ fees related to or arising out of any allegation, lawsuit, charge, claim, or audit (“Claims”) brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner’s classification or treatment of Residents as employees or non-employees for purposes of Partner’s employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the American’s with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents.

11) Insurance.

- a) Insurance Requirements. Prior to the commencement of services and throughout the term of the Agreement, Partner and Alder GSE shall maintain the following insurance coverages at the sole cost and expense of each party:
- i) Commercial General Liability insurance which shall be written on an occurrence basis covering claims against bodily injury (including death) and property damage with limits not less than those specified below. Said policy shall include broad form contractual liability and products-completed operations coverage.
 - (1) \$1,000,000 per Occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage
 - (2) \$3,000,000 General Aggregate
 - (3) \$2,000,000 Products-Completed OperationsTo the fullest extent permitted by law, both Partner and Alder GSE, will name each entity and its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.
 - ii) Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per accident. To the fullest extent permitted by law, both Partner and Alder GSE, will name each entity and its directors, officers, employees, agents, and volunteers as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.
 - iii) Worker’s Compensation insurance as required by the State of California, and Employer’s Liability coverage with limits of not less than \$1,000,000 per accident or disease.
 - iv) Educator’s Legal Liability/Professional Liability with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. If Professional Liability/Educator’s Legal Liability coverage is maintained on a claims-made basis, the following shall apply:

- (1) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - (2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
 - (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Partner must purchase an extended reporting period (tail coverage) for a minimum of three (3) years after completion of the contract services.
- b) Continuous Coverage. Should any of the insurance required of Alder GSE or Partner under this Agreement be provided under a claims-made form, Alder GSE and Partner shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or earlier termination of this Agreement, such that, should occurrences during the term of this Agreement give rise to claims made after the expiration or termination of this Agreement, such claims shall be covered by such claims-made policy (or an equivalent policy affording prior acts coverage).
- c) Insurance Carriers. All insurance required to be maintained by Partner shall be issued by insurance carriers authorized to do business in the State of California with an A.M. Best rating of not less than A- VII.
- d) Certificates and Endorsements. Prior to the commencement of services, Partner shall provide the Alder GSE with Certificates of Insurance evidencing the insurance required under the Agreement. Acceptance of Certificates of Insurance by the Alder GSE shall not relieve Partner of any of the insurance requirements, nor decrease the liability of Partner under the Agreement.
- e) Cancellation. Each party agrees that in the event of cancellation or non-renewal of any of the policies referenced in this Agreement, the party whose insurance is being cancelled will fax to the other party a copy of the insurer's cancellation or non-renewal notice at least twenty (20) days prior to such cancellation or non-renewal.
- f) The insurance required under the Agreement may be obtained by a combination of primary, excess, and/or umbrella insurance and coverage shall be as broad as the requirements listed in the Agreement.
- g) Partner's insurance shall be primary with respect to its performance under this Agreement and any insurance or self-insurance procured or maintained by Alder GSE shall not be required to contribute to it.
- h) The insurance requirements under the Agreement shall be the greater of (i) the minimum coverage and limits specified in the Agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of Partner or Alder GSE under this Agreement.
- i) A severability of interest provision must apply for all the Additional Insureds, ensuring that Partner's and Alders GSE insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).
- 12) Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF FIFTY THOUSAND (\$50,000) AND THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE

MONTHS PRECEDING THE DATE OF THE CLAIM.

13) Miscellaneous.

- a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.
- b) Use of Names and Logos. Both parties agree that they shall not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.
- c) No Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.
- d) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Partner: [NAME]
 [ADDRESS]
 [ADDRESS 2]
 Attn: [CONTACT]

If to Alder GSE: Alder GSE
 2946 Broadway, Suite B
 Redwood City, CA 94062
 Attn: [Julie Fabrocini]

- e) Compliance with Laws. Each party shall be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement.
- f) Program Accreditation and Other Compliance Issues
 - i) State Authorization, Accreditation of Alder GSE. Partner shall fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission ("WASCUC") (Alder GSE's accrediting agency), California Commission on Teacher Credentialing ("CCTC"), or California's Bureau of Private Postsecondary Education ("BPPE") or for other reasons as required by WASCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new

student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).

- ii) Accreditation, Licensing, and Credentials. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing, and credentials upon request by the other.
- g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.
- h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- i) Construction. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.
- j) Amendment: This Agreement shall not be altered, modified, or amended except by a subsequent written instrument executed by the parties hereto. Such amendment shall not be effective until all parties approve it.
- k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the parties and supersedes any prior agreement between the parties. No prior agreements or understandings, oral or otherwise, of the parties or their agents, officers or representatives shall become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.
- l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) shall survive the termination or expiration of this Agreement for any reason.
- n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures shall be deemed as original.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto.

Partner
By: _____
Name: _____
Title: _____
Date: _____

Alder GSE
By: _____
Name: Heather Kirkpatrick
Title: President & CEO
Date: _____

Exhibit A
Budget

The parties agree to be responsible for Program costs according to the following:

1. Upon full execution of this Agreement and receipt of an invoice from Partner, Alder GSE will pay Partner \$20,000 as a one-time contribution toward start-up costs.
2. During the Planning Year (before Residents are enrolled in classes):

Cost	Covered by Alder GSE	Covered by Partner
Partner Director(s) Salary & Benefits	\$0	100%
Partner Director Faculty Development Costs (travel, fees, etc.; see <u>Exhibit G</u>)	Up to \$2,000 for the year, prorated by the number of months Partner Director is employed in position	Up to \$2,000 to cover Partner Director's attendance at two Alder staff retreats
Recruiting and Marketing	Alder GSE materials and shared materials	Partner costs (Option to divide marketing events strategically with Alder GSE)

2. During years subsequent to the Planning Year:

Cost	Covered by Alder GSE	Covered by Partner or Partners
Facility overhead and administrative costs	100% of costs when on Alder GSE secured sites	100% of costs when at Partner Sites including provision of a room large enough to host Resident and Mentor Seminars
Partner Director Salary & Benefits	\$100,000 if cohort minimums in Section 3g have been met and students are paying tuition. Otherwise parties will negotiate amount.	All other costs
Partner Director Faculty Development Costs (travel, fees, etc.; see <u>Exhibit G</u>)	Up to \$2,000	Up to \$2,000 to cover Partner Director's attendance at two Alder staff retreats per year
Instructors	100%	\$0
Mentor Teachers	Curriculum and Instruction Costs for Mentor Seminar Only	Up to \$3,000 Mentor Stipend
Recruiting and Marketing	Alder GSE materials and shared materials	Partner costs (Option to divide marketing events strategically with Alder GSE)
Testing Support	\$200 of the EdTPA fee per Resident	
Materials and Supplies	50% discount on test prep for individual Residents	

Exhibit B

Program Courses

Alder Graduate School of Education Course Scope and Sequence- 2020/2021

Course	Units Single Subject Credential	Units Multiple Subject Credential	Units Ed Specialist Credential	Format
Term - Summer 1				
<u>ED 200- Identity and Teaching</u>	3	3	3	in person
<u>ED 220- Resident Seminar 1</u>	1	1	1	in person
<u>SPED 200- SPED Foundations of Inclusive Education</u>	3	3	3	in person
<u>ED 230- Elementary Literacy & Content Methods 1</u>	n/a	3	3	in person
<u>ED 240: Principles of Teaching Science in Secondary I</u>	2 (SS Science Only)	n/a	n/a	in person
<u>ED 250: Principles of Teaching Math in Secondary I</u>	2 (SS Math Only)	n/a	n/a	in person
<u>ED 260: Principles of Teaching English Language Arts in Secondary I</u>	2 (SS ELA Only)	n/a	n/a	in person
<u>ED 270: Principles of Teaching Social Studies in Secondary I</u>	2 (SS Social Science Only)	n/a	n/a	in person
<u>ED 280: Principles of Teaching Spanish/World Languages in Secondary I</u>	2 (SS Spanish Only)	n/a	n/a	in person
<u>ED 235- Disciplinary Literacy in the Secondary Classroom</u>	1	n/a	n/a	in person
Term - Fall				
<u>ED 224 - Residency Fieldwork 1</u>	1	1	1	fieldwork
<u>ED 221 - Residency Seminar 2</u>	3	3	3	in person in seminar, taught by directors
<u>ED 231- Elementary Literacy & Content Methods 2</u>	n/a	2	2	hybrid- 1 unit taught online, 1 unit taught in regions
<u>ED 241: Science Planning, Assessment, and Instructional Strategies I</u>	2 (SS Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
<u>ED 251: Math Planning, Assessment, and Instructional Strategies I</u>	2 (SS Math Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
<u>ED 261: ELA Planning, Assessment, and Instructional Strategies I</u>	2 (SS ELA Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
<u>ED 271: Social Science Planning, Assessment, and Instructional Strategies I</u>	2 (SS Social Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person

<u>ED 281: Spanish/World Languages Planning, Assessment, and Instructional Strategies I</u>	2 (SS Spanish Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
<u>SPED 201- Positive Behavior Support</u>	n/a	n/a	2	online
<u>ED 205 - Language Use in Multilingual Classrooms</u>	3	3	3	online
<u>ED 210: Child and Adolescent Development and Learning Theory (Developmental Science in the 21st Century, Theoretical Models for Early Childhood and Adolescence)</u>	3	3	3	online
Term - Spring				
<u>ED 225 - Residency Fieldwork 2</u>	1	1	1	Fieldwork
<u>ED 222 Residency Seminar 3</u>	2	2	n/a	in person at seminar
<u>ED 242: Science Planning, Assessment, and Instructional Strategies II</u>	3 (SS Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
<u>ED 252: Math Planning, Assessment, and Instructional Strategies II</u>	3 (SS Math Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
<u>ED 262: ELA Planning, Assessment, and Instructional Strategies II</u>	3 (SS ELA Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
<u>ED 272: Social Science Planning, Assessment, and Instructional Strategies II</u>	3 (SS Social Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
<u>ED 282: World Languages Planning, Assessment, and Instructional Strategies II</u>	3 (SS Spanish Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
<u>ED 232: Multiple Subject STREAM Content Methods</u>	n/a	3	n/a	hybrid- 2 units taught online, 1 unit taught in person
<u>ED 290 - Action Research</u>	2	2	2	online
<u>SPED 202 - The Art of Case Management & Collaboration</u>	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
<u>SPED 203 - Instructional Methods for Mild/Moderate Disabilities</u>	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
Term - Summer 2				
<u>ED 226 Residency Fieldwork 3</u>	1	1	1	fieldwork
<u>ED 291- Scholarship, Synthesis, and Setting the Foundation</u>	2	2	2	online
<u>ED 233: Elementary Literacy and Content Methods III</u>	n/a	1	n/a	online
<u>ED 243: Principles of Teaching Science in Secondary II</u>	1 (SS Science Only)	n/a	n/a	online

<u>ED 253: Principles of Teaching Math in Secondary II</u>	1 (SS Math Only)	n/a	n/a	online
<u>ED 263: Principles of Teaching ELA in Secondary II</u>	1 (SS ELA Only)	n/a	n/a	online
<u>ED 273: Principles of Teaching Social Science in Secondary II</u>	1 (SS Social Science Only)	n/a	n/a	online
<u>ED 283: Principles of Teaching Spanish/World Languages in Secondary II</u>	1 (SS Spanish Only)	n/a	n/a	online
<u>SPED 204: Math Methods for Ed Specialists</u>	n/a	n/a	1	online

Exhibit C

Mentor Teacher Requirements

SAMPLE

Residency Mentor

Memorandum of Understanding (MOU) of Responsibilities and Payment

Statement of Purpose

This Memorandum of Understanding (“MOU”) is established between the ABC Program and (name) _____, who will be performing the role of the Mentor Teacher (the “Mentor”) for the ABC Program during the XYZ school year. The purpose of the MOU is to articulate basic guidelines, performance expectations and mutual understandings/agreements necessary to ensure the success of training Teacher Residents (the “Residents”). The MOU clarifies the focus and intent of the joint working relationship, support, cooperation and coordination between the Mentor and ABC Program.

Expectations for Mentors

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

To support Residents’ deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

Time Commitment

The role of a Mentor Teacher is a significant time commitment. It is expected that Mentors will make mentoring duties their top after school priority. This may mean that, as a Mentor, the teacher will need to drop one or more extra commitments such as being a lead teacher, working in the after school program or running a student club. There is no absolute prohibition of other activities, but each Mentor should discuss his or her plans with his or her principal as well as with the Regional Director to reach consensus on what commitments are reasonable.

Time Commitments of the Mentor role include:

Mentors will be expected to formally plan with their Residents, which includes at least 2 hours of “Sacred Meeting Time” every week.

Mentors need to be available during the entire school year in order to participate in the program.

Mentors agree to be supported and coached by the Residency Program Director in their work as Mentors. These biweekly or monthly coaching sessions will run on site in the Mentor’s classrooms.

Mentors will attend ten Mentor trainings which includes the one day orientation in the summer.

New Mentors will attend a “Mentoring 101” session before the start of the XYZ school year.

Mentors will respond to email within the 24 -48 hour turnaround time frame.

Mentors will attend at least one ABC Program event of their choosing throughout the year (e.g. Interview Day, Application Scoring, etc.)

(initials): ___/___

Mentors perform many roles for their Residents including coach, administrator and evaluator as well as being a model for best

practices. Mentor roles and responsibilities include:

Modeling

- Mentors are asked to model best practices for the Resident and ask the Resident questions about coursework so that all of us are sharing vocabulary and expectations throughout the year. This type of sharing will allow for more focus and better collaboration.
- All practices should be modeled and guided before releasing them to the Resident.
Exhibit C
(initials): ___/___

Co-Teaching

- Mentors will work one-on-one sharing their classroom, preparation and teaching with a Resident four full days each week of the year.
- Mentors will introduce the Resident to students on the first day as a Co-Teacher.
- Mentors will be expected to analyze their decision making and explain it to their Residents daily. Out loud thinking and “naming it while you are doing it” is what will make your planning and teaching decisions transparent so Residents can begin to develop similar thinking patterns or allow them to challenge you/their Mentors’ thinking.

(initials): ___/___

Gradual Release

- Mentors will gradually release increasing responsibility to their Residents while providing oversight and supervision of Residents. For example, Mentors model specific techniques, then Residents and Mentors co-teach, then Residents Lead Teach for 15 minutes, then 30 minutes, then an hour and so on so that by the spring the Residents are (ideally) making many of the classroom decisions and leading much of the classroom work under the direct supervision of the Mentors.
- Mentors will release all teaching responsibilities to resident during the designated takeover days and weeks.

(initials): ___/___

Coaching

- Mentors will observe and provide feedback to Resident at least once per week. This weekly feedback will be in written form that is communicated with Director.
- Mentors will review lesson plans and provide feedback before the Resident teaches them at least once per week, including lesson plans for Director visits.
- Being an effective coach for adult learners, including:
 - Establishing effective relationships with each Resident, including showing through words and actions the belief that the Resident can meet high expectations
 - Making explicit to Residents and the Mentor’s philosophical approach and reasoning behind instructional decisions
 - Using reflective conversation skills to engage Residents in collaborative problem solving
 - Designing and implementing effective routines to support Residents’ learning
 - Promoting Residents’ development of professional responsibility and creating opportunities for the Resident to engage with families and the broader school community

(initials): ___/___

Evaluation

- Mentors will be engaged in ongoing formative and informal evaluations of their Residents throughout the year, including a mid-year survey that involves an evaluation of their Resident.

(initials): ___/___

Administration

- Mentors will include Residents in all school retreats, meetings, events, team meetings, parent-teacher and student-led conferences.
- Mentors will serve as an ambassador of their Resident to colleagues and their principal to make sure that the Resident is included and supported by the school from day one.
- Mentors will complete two surveys on what is working and what is not about the Residency Program over the course of the year.
- Mentors will be video-taped and observed, with advanced notice, periodically throughout the school year in their work with their Resident.
- Mentors will make every reasonable effort to be present at school, limit absences, and model professionalism in terms of presence on the school site.

(initials): ___/___

ABC Teacher Residency Mentor Benefits

- Mentors will receive a \$___ stipend over the course of the school year.
- Mentors will receive \$___ to spend on their own professional growth goals.
- Mentors will be trained as described above.
- Mentors will receive coaching from ABC director to support them as described above.
- Mentors will have a cohort of fellow Mentors with whom to think and discuss teaching, learning and mentoring, including once monthly mentor buddy meetings.
- Mentors will share the work of planning, grading and teaching with someone else.
- Mentors will have the satisfaction of bringing someone into one of the most extraordinary professions in the world and ensuring that they are the most successful teachers they can be.

(initials): ___/___

Assignment

Assignments are contingent upon a match at your school site and will change each school year. We will also evaluate your work as a Mentor to determine whether or not you are eligible to continue working with the Residency Program. This means that while we recognize you as eligible to work as a Mentor, there must be someone for you to mentor.

A Mentor may not assign or delegate any mentoring tasks to anyone for any part of his/her duties under this MOU without prior approval from the Residency Program Manager.

Assigned tasks and expectations are listed in the first portion of this MOU.

Payment

In consideration for the coaching services to be performed by the Residency Mentor:

ABC Public schools agrees to pay the Residency Mentor at the rate of \$_____ per year.

(initials): ____/____

Terms of Payment

ABC schools shall pay the Residency Mentor. The Residency Mentor will receive the \$_____ stipend in bi-weekly payments.

Term of MOU

This MOU will become effective when signed by both parties and will terminate on _____, unless terminated earlier as provided below.

Terminating the MOU

Either party may terminate this MOU without cause effective after sixty (60) days prior written notice. Either party may terminate this MOU with cause effective immediately.

Confidentiality

Residency Mentor will not disclose or use, either during or after the term of this MOU, any confidential information of the participating teacher and/or ABC without the participating teacher's prior written permission except to the extent necessary to perform services on participating teacher's behalf. Confidential information includes without limitation:

- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of ABC sites, or any family information associated with any pupil in attendance at any of our school sites.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any teacher, principal or staff member employed at any of ABC sites, or any family information associated with any teacher, principal or staff member of any of our school sites.

Implementing the Memorandum of Understanding

This Memorandum of Understanding expresses our agreement on and common understanding of the goals of the ABC Mentor as described by, but not limited to, the above items. This MOU will become effective when signed by all parties below, and will remain effective through the XYZ school year.

Commitment to Teaching Position & School

Once the Mentor has met a Resident and agreed to mentor him or her, the Mentor is also agreeing to stay in the same teaching position for that school year. It is imperative that the Mentor stay at the same school and in the same position because the Resident is anticipating this consistency. If a Mentor were to leave a school or position, the Resident may end up without a placement. Please **initial** (_____/_____) that as a Mentor you understand the importance of this commitment.

Signatures

Residency Mentor _____
print

Residency Mentor _____ Date _____
signature

Program Director _____
print

Program Director _____ Date _____
signature

Exhibit D

Partner Expectations

The following represent Alder GSE's programmatic expectations of all Partners:

- Partner serves a population of students from traditionally underserved communities.
- Partner is willing to engage in conversations about what makes a great teacher and to collect and provide data on metrics such as retention, effectiveness and demographics.
- Partner's board, union, parents and leaders are supportive of the partnership.
- Partner engages in collaborative conversations to establish a shared understanding of effective teaching.
- Partner commits to appointing one full FTE who meets the criteria for Director role (cost to be shared by Partner and Alder GSE after the Planning Year and once students are paying tuition as specified in Exhibit A) and Partner commits to supporting Mentors with stipends.
- Partner supports the professional development of the Partner Director.
- Partner recognizes that Residents are students and will seek to invest in the development of the Residents as lifelong educators
- Partner is ready, willing and able to organize meetings with the appropriate range of interested parties; to ensure open lines of communication throughout the partnership; and to support the cadre of individuals committing to this work.
- Partner is ready, willing and able to release Mentors once/month and during take over weeks
- Partner is ready, willing and able to participate in recruiting and selection as set out in this agreement.
- Partner expects its Residents to be committed to the Program and not have more than 10 absences in the classroom for any reason; In the event a Resident has ten or more absences, Partner and Alder GSE shall work together to address the issue with the Resident.
- Partner demonstrates commitment to collaborative evidence-based practices and continuous program improvement.
- Partner has partnerships with appropriate other educational, social, and community entities that support teaching and learning.
- Partner places students with disabilities in the Least Restrictive Environment (LRE).
- Partner will ensure education specialist candidates have opportunity to interact with different age groups in both general and special education settings reflecting the continuum of placement options in a way that meets the requirement of their academic program.
- Partner places students, where applicable in an environment that will provide support for dual language learners with disabilities.
- Partner provides robust programs and support for English learners.
- Partner reflects to the extent possible socioeconomic and cultural diversity.
- Partner permits video capture for candidate reflection and TPA completion.
- Partner ensures that school sites hosting Residents have a fully qualified site administrator.

Alder GSE has the following additional organizational expectations for Partners –both public districts and public charter management organizations:

- Partner actively engages and elevates teacher voices.
- Partner ensures that selection of K-12 students is transparent.
- Partner abides by fair and transparent teacher qualification requirements, student enrollment and exit policies.

- Partner advocates for equitable funding across all local public charter and local public district schools.
- Partner encourages transparency of funding sources.
- Partners contributes to a network of schools established by the publicly elected board that grants charters and oversees the public schools so that the public school network serves all students and all families.
- Partner promotes accountability to the publicly elected board and to the commitments made to the students and families.
- Partner understands the important role that organized labor and unions have played in our country's history.

Exhibit E

Resident Application Criteria

To be eligible to apply to the Teacher Residency at Alder GSE, applicants must:

- Complete a bachelor's degree from an accredited domestic institution
- Have maintained a GPA of 3.0 or higher on the last 60 semester of 90 quarter units earned¹
- Be eligible to work in the U.S. for purposes of teacher credentialing

To be selected for the Teacher Residency at Alder GSE, an applicant must demonstrate the Alder GSE Competencies listed below.

1. **Academic Achievement & Performance:** Demonstrates a commitment to excellence and exhibits a history of excellence in education.
2. **Communication Skills:** Demonstrates the capacity to communicate and write clearly.
3. **Commitment to Career in Teaching in Underserved Schools:** Believes that learning to teach is a lifelong endeavor worth of the pursuit. Embodies our commitment that every student has access to great teachers and equitable education.
4. **Commitment to Inclusive Community:** Believes in the tenets of equity and inclusion. Can work with others across communities, beliefs and backgrounds. Empathetically understands the needs and desires of the students and families we serve.
5. **Purposefulness & Resiliency:** Understands, embraces and consistently takes deliberate action to achieve Alder's vision and mission (see below). This includes long term goal setting, backwards mapping from the goal(s) and taking steps along the path toward the goal(s). Remain committed and actively engaged even when faced with difficult challenges.
6. **Collaboration:** Develops strong relationships with colleagues, works from a "one for all, all for one" premise in order to accomplish more together than is possible alone.
7. **Growth Mindset:** Demonstrates the discipline to continually improve. This includes the habit of reflection and analysis of what worked and what did not work and what the best next steps are.

Alder GSE will keep Partner informed of any changes in criteria and nomination systems.

¹ Individuals with a GPA below 3.0 may apply, but must follow the Alder GSE process for application appeals.

Exhibit F

Sample Partner Director of Teacher Residency Job Description

GENERAL SUMMARY

The mission of the Alder Graduate School of Education is to create opportunity and cultivate success for every student by recruiting and educating excellent teachers and leaders who reflect our schools' communities. At Alder GSE we invest in and develop great teachers. Partner directors collaborate in building Alder GSE's educational program with TK-12 school partners, and in ensuring the realization of our vision: outstanding teachers and leaders change students' lives and make the world a better and more just place.

The Partner Director of Teacher Residency is responsible for the oversight and execution of the Teacher Residency Program for their region. The Residency will include seminar instruction as well as individual coaching to support and create an excellent pipeline of teachers.

ESSENTIAL DUTIES & RESPONSIBILITIES

- Design and facilitate group instruction for all Residents in their region each week based on best practices in adult learning and teacher education, working very closely with the other Alder Directors to align trainings to meet the needs of the Residents in the region.
- Engage in collaborative, cross-regional work
- Lead site visits that foster resident and mentor growth
- Supervise, manage, and support Residents through the Residency year
- Design and facilitate group instruction for all Mentors each month and provide on-going coaching and support
- Work with the Lead Mentor, Program Supervisors, and departments in the Region to successfully support Residents and Mentors
- Promote the growth of the Alder Graduate School of Education
- Support and collaborate with principals who work with Residents
- Collaborate with the Alder team to recruit, select and match an excellent Resident/Mentor cohort each year
- Travel as necessary to school sites
- Co-plan and run summer Mentor-Resident Orientation and other training activities for Mentors and Residents
- Participate in weekly Residency team meetings, Leadership Retreats, all Resident selection and assessment and other events as part of the Leadership Team (e.g., Director's Meetings)
- Demonstrate knowledge of, and support, regional mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Perform other related duties as required and assigned

QUALIFICATIONS

1) Required knowledge, skills & abilities:

- Experienced in supporting highly effective and new teachers
- Deep knowledge in curriculum, instruction and adult learning
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to handle multiple projects concurrently; ability to work independently
- Ability to handle confidential and sensitive issues with diplomacy and even-handedness and ability to work effectively with teammates of all levels

- Proven leadership skills with exceptional ability to bridge and enhance cooperative working relationships
- Ability to work in ambiguous, complex, and rapidly changing environments
- Excellent communication skills and demonstrated experience collaborating with diverse stakeholders
- Enthusiasm for the role and required tasks
- Belief that education transforms lives and that every student deserves the opportunity to go to college
- Passion for graduate schools of education and their communities
- Enthusiasm for Alder GSE's mission and vision, as well as that of partner organization

2) Minimum educational level:

- Doctoral level degree preferred. Master's level degree in relevant field also accepted

3) Experience required:

- 5 or more years of experience and success in related roles

COMPENSATION

varies by partner

Exhibit G

Alder GSE Faculty Development Policy for Partner Directors

FACULTY DEVELOPMENT OPPORTUNITIES

Our WHY: Alder GSE's mission (and hedgehog) is excellent teachers. We invest and support the development of everyone on the team to think and iterate and continue to grow and learn more each year about how to come closer and closer to realizing our mission and ensuring that every K-12 teacher is excellent. Our policy around teacher educator/faculty support below is an effort to do this well for Partner Directors.

Partner Directors are classified as Clinical Faculty in Alder and are encouraged to attend faculty development experiences each year.

Root Partner² Directors are encouraged to attend two Alder retreats, two Alder faculty meetings, and at least one other event. Among the faculty development experiences Alder recommends are events facilitated by:

- American Association of Colleges of Teacher Education (AACTE)
- National Center for Teacher Residencies (NCTR)
- National Equity Project (NEP)
- Learning to Teach/Teacher Prep Portfolio (or other Schusterman Foundation events)
- UnboundEd
- Teaching Works

Directors should work with the Alder Dean/Associate Dean and their Supervisor in their program to identify faculty development experiences best aligned with professional and program goals.

Branch Partner Directors³ are encouraged to attend one local Alder retreat and two Alder faculty meetings.

EXPENSE REIMBURSEMENT

Alder will contribute up to \$2,000/year toward expenses related to this faculty development. (Should the position be shared by more than one person throughout the year, the \$2,000 will be shared between them. During the Planning Year, Alder will prorate its contribution based on the number of months the Partner Director is employed in the position.) The K12 partner (or partners in a combined cohort) will be expected to contribute up to a total of \$2,000/year toward these expenses as well; specifically, the K12 partner(s) will cover the Partner Director's expenses related to attendance at the two Alder retreats. Allowable expenses include:

- Airfare or mileage
- Parking and tolls
- Lyft, Uber or taxis

² Root Partner is defined as the organization who employs the Partner Director for a cohort; the Root Partner Director is the primary person responsible for a given cohort and is designated in the MOU.

³ A Branch Partner Director may exist for some combined cohorts and will be designated in the MOU. That person may support the Root Partner Director with observations or related work.

- Rental cars
- Lodging (shared room when possible)
- Meals
- Registration fees
- Other expenses as appropriate and approved by Alder Dean and Partner Supervisor

Note that faculty development funds are not intended for expenses unrelated to faculty professional development (ie seminar supplies or lunches, which are covered by Partner etc).