

MEMORANDUM OF UNDERSTANDING
BETWEEN
FENTON CHARTER PUBLIC SCHOOLS
AND
MOUNT SAINT MARY'S UNIVERSITY STUDENT-TEACHER PROGRAM

This Memorandum of Understanding ("MOU"), executed by and between Fenton Charter Public Schools ("FCPS") and Mount Saint Mary's University ("MSMU") (collectively referred to herein with FCPS as the "Parties"), is to memorialize the commitment of the Parties to provide student teacher placement and training at FCPS schools.

RECITALS

1. WHEREAS, FCPS mission is to successfully educate all students through the implementation of a rigorous standards-based curriculum that is infused with technology-enriched instructional strategies and learning opportunities;
2. WHEREAS, MSMU trains teachers to transform public education through the identification and implementation of effective instructional practices that help ensure high academic achievement of all students;
3. WHEREAS, the training and hiring of highly effective teachers are essential priorities of FCPS;
4. WHEREAS, the Parties believe that mentor teachers who guide and supervise student teachers supplement their training and increase their ability to be highly effective teachers;
5. WHEREAS, FCPS believes that its students greatly benefit from the classroom assistance provided by student teachers;
6. WHEREAS, student teaching at FCPS schools may provide an avenue for potential full-time employment subsequent to a successful completion of volunteering at a FCPS school;
7. WHEREAS, the Parties desire to provide student teachers with an opportunity to grow as effective instructors while supporting FCPS teachers and students in a child-centered environment.

NOW, THEREFORE, the Parties hereby agree, as follows:

1. Student-Teacher Placement. FCPS schools shall host student teachers during a period of observation and/or practice, allowing them to observe and/or teach well-planned lessons of academic instruction. This will occur during school operating hours and in multiple classrooms. In addition, student teachers shall be permitted to interview teachers, school leaders, students and other members of the school community.

2. Term. This MOU's term shall be for the 2021-2022 school year. Absent a written agreement between the Parties, this MOU shall renew automatically for successive one-year periods.
3. Student-Teacher Obligations. Prior to starting at any FCPS campus, student teachers shall adhere to state Certificate of Clearance background check policy. Student teachers shall also adhere to applicable FCPS standard policies and procedures. FCPS, at its sole discretion, may terminate the student-teacher relationship with FCPS at any time for any violation of applicable FCPS policies or procedures.
4. Student-Teacher Expectations. Student teachers will be expected to exhibit promptness, punctuality, and professionalism in instructional activities, interactions with students and school personnel, and personal attire. Student teachers will be expected to be prepared for appropriate daily responsibilities as well as follow the guidance and instruction of their mentor teacher.
5. Mentor-Teacher Selection and Replacement. Each student teacher shall be assigned a mentor teacher. FCPS shall recommend teachers at each Fenton Charter school for MSMU to observe and identify as potential mentor teachers. Such recommendations shall be based upon those teachers' experience and ability to supervise and prepare student teachers. MSMU will provide initial training opportunity for new mentors. Mentor teachers shall be approved by FCPS and MSMU. If a mentor teacher is unable to perform his or her duties as described herein, FCPS shall provide the student teacher with a sufficient alternative mentor teacher.
6. Mentor-Teacher Expectations. Mentor teachers shall supervise and support student teachers at all times, as appropriate. Mentor teachers shall communicate daily routines, policies, procedures and rules of the classroom to the student teachers. Mentor teachers shall mentor student teachers toward effectiveness in areas that include, but are not limited to, classroom management, instructional delivery and practice, instructional strategies, and lesson planning. Mentor teachers will monitor student teachers' progress on a continuous basis by gathering and recording information, and conferring with the student teacher for the purpose of analysis, feedback, and guidance.
7. Consent for Audio and Video Recording. The performance in the classroom or synchronous online performance of student teachers may be audio and/or video recorded. FCPS shall assist student teachers to obtain related executed release forms from mentor teachers and students.
8. Post-Graduation Employment of Student Teachers. FCPS shall not provide any preferential treatment toward student teachers who apply for a full-time position following the successful completion of student teaching at FCPS. However, FCPS shall make a reasonable effort to offer student teachers an interview for full-time teaching positions following successful completion of their volunteering at a FCPS campus.

9. Compliance with Law. The Parties shall comply with applicable law. MSMU and its student teachers shall take all reasonable measures to protect personally-identifiable FCPS student information consistent with the Family Education Rights and Privacy Act ("FERPA").
10. Lack of Employment Relationship. Mentor teachers are FCPS employees. MSMU shall not hire or otherwise determine any mentor teacher's employment with FCPS. MSMU shall not pay any mentor teacher's wages, salary, benefits, or compensation of any kind, unless approved by FCPS. Should MSMU provide any such compensation or honorarium it shall be responsible for all withholdings under applicable law. MSMU shall not supervise or control any mentor teacher during the course of his or her employment with FCPS, except that MSMU may monitor any training and feedback given by mentor teachers to MSMU's student teachers.

Student teachers are not employees of FCPS. Student teachers are fulfilling specific requirements for in-classroom experience as a part of MSMU's degree program, led by MSMU faculty members, which includes assignments that will be completed by the student teacher at the cooperating FCPS school.

11. Termination and Renewal. Any party may terminate this MOU, with or without cause, by providing the other party with written notice pursuant to Paragraph 14 below. Termination shall be effective at the end of the school year during which notice of termination is provided. Other than where FCPS removes a student teacher pursuant to Paragraph 3 above, FCPS shall permit current student teachers to complete the current school year at the time of termination. Absent termination by either party pursuant to this paragraph, upon completion of the initial term of this MOU as set forth in Paragraph 2 above, this MOU shall automatically renew for successive one year periods.
12. Final Agreement. This MOU contains the entire agreement between the Parties, and supersedes any oral or written understandings between the Parties, with respect to the matters covered herein. In entering this MOU, FCPS and MSMU do not agree to alter or waive any rights under any other current agreement between the Parties, except as expressly stated herein. Further, neither any person nor party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promises by any party hereto relied upon any warranties, representations, statements, or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be modified, in writing, by mutual agreement of the Parties.
13. Insurance. During the term of this MOU, the University shall provide such workers' compensation for the performance of its employees and students under this agreement as may be required under California law.

All University students and faculty assigned to a FCPS site will be required to carry general liability coverage and professional liability coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering all acts and activities undertaken pursuant to this

Agreement as a condition of participation in the program at a FCPS. Evidence of such insurance shall be supplied to FCPS prior to commencement of the clinical rotation at the FCPS site, and/or upon request by FCPS.

The University will assume any and all obligations imposed by the Workers' Compensation Law of the State of California insofar as a member of its faculty may sustain injury or disability by reason of accident or occupational disease arising out of, or in the course of, instruction by a member of the faculty, whether on or off the FCPS premises.

14. Indemnification. MSMU agrees to indemnify, defend and hold harmless FCPS, and all its employees, agents, trustees and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorney's fees where liability is found to exist by reason of the acts or omissions of MSMU, its employees, agents, trustees or representatives.

FCPS agrees to indemnify, defend and hold harmless MSMU, and all its employees, agents, trustees and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorney's fees where liability is found to exist by reason of the acts or omissions of FCPS, its employees, agents, trustees or representatives.

15. Notices. All notices, requests, or demands to or upon any party under this MOU shall be in writing, and will be deemed given on the date received, addressed as follows:

For FCPS: Fenton Charter Public Schools
8928 Sunland Blvd
Sun Valley, CA 91352
Attn: Jennifer Miller
Title: Director
Tel: (818) 962-3630

For MSMU: Mount Saint Mary's University —Doheny Campus
10 Chester Place
Los Angeles, CA 90007
Attn: Carol Johnston, Education Department Chair
Tel: 213-477-2617
Fax: 213-477-2629

16. Cost for Student Teachers. Student teaching is a MSMU requirement to obtain an applicable teaching credential. Accordingly, student teachers will be provided at no cost to FCPS.

17. Limitation of Liability. No party will be liable to another or to any other person for any reason for any indirect, consequential, incidental, exemplary, punitive, or special damages, of any nature or character, including, but not limited to, damages for loss of goodwill, profits or data, work stoppage, or material computer failure or malfunction, whether an action in contract, tort or

otherwise, arising out of or in connection with this MOU, even if the party at fault or in breach has been advised of the possibility of such damages.

18. Severability. Whenever possible, each provision of this MOU, shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this MOU is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this MOU.
19. Descriptive Headings: Interpretation. The descriptive headings of this MOU are inserted for convenience only and do not constitute a substantive part of this MOU. The use of the word "including" in this MOU will be by way of example rather than by limitation.
20. Binding Effect. This MOU will be binding upon, and will inure to the benefit of the Parties and their respective legal representatives, predecessors, beneficiaries, successors, controlling persons, affiliates, subsidiaries, parents, assigns, officers, directors, employees, and agents.
21. Counterparts. This MOU may be executed in one or more counterparts, including by facsimile. All executed counterparts together will be deemed to be one and the same instrument.
22. Governing Law. This MOU will be construed by and governed under the laws of the State of California, without regard to its conflict of laws principles.
23. Authorization to Sign. Each person signing this MOU represents and warrants that he or she is authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

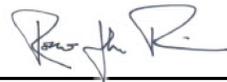
AUTHORIZED SIGNATURES

For FCPS:

Jennifer Miller
Name: Jennifer Miller
Title: Director

Date: 09-07-2021

For MSMU:



Robert Perrins, Ph.D.
Provost and Academic VP



Carol Johnston, Ph.D.
Education Department Chair

Date: 9-8-2021