

MEMORANDUM OF UNDERSTANDING

Albany Unified School District

This Memorandum of Understanding (“**Agreement**”) is made as of the date on which this Agreement is signed and delivered by the last of the two Parties to sign as per below (“**Effective Date**”) by and between TeachNow, Inc. dba Moreland University (“**Moreland**”) and the party identified on the signature page to this Agreement (“**Institution**”). Moreland and Institution may be individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

STATEMENT OF PURPOSE

Moreland is accredited by the Council for the Accreditation of Educator Preparation (CAEP), is accredited as an institution of higher education by the Distance Education Accrediting Commission (DEAC) and is approved to offer its programs by the Higher Education Licensure Commission (HELC) and the Office of the State Superintendent of Education, in Washington D.C.. Moreland offers the TEACH-NOW Teacher Preparation Certification Program (“**Program**”) for students. The Program is comprised of a nine-month virtual, collaborative, project-based learning curriculum. The first six months of the Program involves completing collaborative project activities that include field experiences such as observing, surveying, interviewing, and teaching supervised mini-lessons. After completing the first six months, or Modules 1-6, of the Program, the qualifying students (“**Candidates**”) move to the culminating Clinical Practice portion of the Program (“**Clinical Practice**”), where the Candidates transition to participate in classroom teaching for three months under the guidance of a qualified classroom teacher (“**Mentor**”). Upon successful completion of the Program and the passing of all state teacher licensure requirements including those related to subject area, the Candidate will be eligible to apply for a teaching certificate in one or more states including but not limited to the District of Columbia, and the states of Arizona, Florida, and West Virginia.

The Parties acknowledge that the classroom teaching experience is critical in preparing students to teach and educate others and, correspondingly, The Parties desire to allow the Candidate(s) identified in an addendum (“**Addendum**”), a sample of which is annexed hereto, to this Agreement to successfully complete their Clinical Practice at the Institution’s facilities (“**Location**”) and Institution desires to provide the Location for the same purpose. An Addendum shall not be binding unless it is executed by the Parties.

Moreland and Institution, intending to be legally bound, agree as follows.

1. Moreland’s Obligations. In addition to any other obligation set forth in this Agreement, Moreland shall:
 - a. Identify only Candidates to participate in Clinical Practice who have completed the academic requirements established by Moreland as a pre-qualification for Candidate participation in Clinical Practice.
 - b. Provide two weeks of Clinical Practice preparation for Candidates regarding the Clinical Practice process.
 - c. Provide interaction and support to the Candidate from Moreland’s instructors while participating in Clinical Practice.

- d. Assign a representative from Moreland who is responsible for handling inquiries (“**Program Advisor**”) from the Institution regarding the planning and administering of the Clinical Practice and, if necessary, coordinate with other Moreland staff or administrative personnel to provide additional support or assistance.
 - e. Monitor and evaluate the Candidates’ progress during the term of the Clinical Practice, in collaboration with the Institution, to assess pedagogical proficiency and confirm that the Candidate meets the Program requirements in this regard for Program completion.
 - f. Inform Candidates of any known criminal background check requirements required by the Institution applicable to the Candidate.
2. Institution’s Obligations. In addition to any other obligation set forth in this Agreement, the Institution shall:
- a. Provide the availability and use of the Location by the Candidates throughout the entire term of the Clinical Practice as necessary and appropriate for successful participation and completion of Clinical Practice.
 - b. Institution shall notify Moreland in writing if, based upon any criminal background check initiated by the Institution and other information available to it, that the Candidate has a criminal conviction, a pending criminal matter or other criminal history disqualifying the Candidate for participating in Clinical Practice or otherwise, poses a threat to the physical safety or well-being of the students, faculty, staff, or other individuals present at the Location (collectively, “**Criminal History**”). The Institution shall not allow any Candidate with a Criminal History to participate in Clinical Practice at the Location.
 - c. Notify Moreland, in writing, within twenty-four hours of any conduct that could result in disciplinary action by Candidate or any other violation by the Candidate of school policy, rules, or regulations.
 - d. Provide a safe learning environment for the Candidate.
 - e. Ensure that no Candidate is assigned as a substitute teacher during their Clinical Practice recorded lessons.
 - f. Ensure that no Candidate will be allowed a 1:1 with any student enrolled at the institution (“**Student**”) and the Institution has policies and procedures in place to ensure the safety and welfare of its Students.
 - g. Assign a representative (“**School Supervisor**”), which may include the Mentor, who is responsible for the planning and administering of Clinical Practice at the Institution and communicating with the Moreland Program Advisor.
 - h. Inform Moreland of any significant staff or administrative changes that may have an impact on the Candidates’ Clinical Practice performance.
 - i. The Candidates, Mentors, and any other personnel while at the Location and involved in Clinical Practice will not be under the direction and control of Moreland and under such circumstances, Institution shall provide such individuals and Moreland the same protection against liability arising under such circumstances as the Institution provides for the Location and its employees and faculty.
3. Mutual Obligations.
- a. If a Party has access to the educational records of the individual students (“**Education Records**”) of the other Party, then such Party shall treat said Educational Records as private

- and confidential and shall only use the Education Records for the purposes as to which the Educational Record was provided. Without limiting the generality of the foregoing, the Institution shall use the Candidate's Educational Record only as necessary for participation in Clinical Practice. Neither Party shall share or disclose the Educational Records of the other Party to any third party except as required by law, or as authorized in writing by the Party owning the Education Record. The Parties shall comply with the Family Educational Rights and Privacy Act ("**FERPA**") (20 U.S.C. §1232g; 34 CFR Part 99) and applicable state law, if to the extent FERPA or state law applies.
- b. The Parties shall not discriminate against the Candidates because of race, sex, color, religion, national origin or ancestry, age, marital status, disability, veteran's status, personal appearance, gender identity or expression, sexual orientation, familial status, family responsibilities, political affiliation, source of income, or any other protected status in accordance with all applicable laws.

4. Mentor Selection and Supervision.

- a. The Institution shall use its best efforts to secure a Mentor (meeting the qualifications set forth under this Section) who shall: (i) teach, provide feedback, and conduct informal and formal evaluations of the Candidates' teaching practice based on the Interstate Teacher Assessment and Support Consortium (InTASC) Standards; and (ii) communicate any concerns with Moreland in order to support the Candidate's growth and provide remediation, if needed. The Parties shall collaborate and agree upon the selection of the Mentor.
- b. In the event the Institution has provided Moreland with written notice not less than 7 days prior to the start date of the Clinical Practice that is unable to provide the Candidate with a qualified Mentor during the Candidate's participation in Clinical Practice, then, in this instance, Moreland shall provide a substitute Mentor who shall be available virtually to the Candidate, away from the Location, (hereinafter sometimes referred to as the "**Virtual Mentor**"). The Institution shall cooperate with Moreland in ensuring the success of the Virtual Mentor relationship with the Candidate.
- c. The Parties agree that the criteria for selecting and supervising a Mentor or Virtual Mentor for a Candidate shall include the following:
- i. have at least three (3) years of outstanding teaching experience at the P-12 school level;
 - ii. have a teaching license or experience equivalent to of the certification specialization that the Candidate is seeking;
 - iii. must not be a current Moreland teaching candidate or a spouse/family member of the Candidate that would be directly mentored by the spouse/family member;
 - iv. must complete Moreland's asynchronous mentor training via the TEACH NOW platform once the Mentor is approved by Moreland and given access to the TEACH-NOW platform;
 - v. must be capable of observing the Candidates during the Candidates' teaching sessions;
 - vi. must adhere to the guidelines published in Moreland's Mentor Handbook, including Moreland's evaluation procedures for assessing the Candidates' teaching performance as provided on the TEACH-NOW platform; and
 - vii. also, if a Mentor is secured by the Institution:
 - (a) be employed by the Institution and working at the Location;
 - (b) recommended by the Institution's district or the Mentor's supervisor;
 - (c) Moreland shall directly pay the Mentor a stipend of \$250.00 within six (6) weeks of Mentor's submission of the remittance form via the TEACH-NOW platform; and
 - (d) if any change is to occur with the Mentor assignment, the School Supervisor shall promptly contact Moreland.

5. Video Recordings.

- a. The Institution acknowledges that as a tool for becoming an effective teacher, the Candidate, or a Moreland designee, will collect audio/video recordings of his/her teaching within the classroom environment (“**Recordings**”). The purpose of the Recordings is to provide reflection and feedback for the Candidate, professional development of faculty, and training for mentors of prospective candidates. The Recordings may contain first name, image, and voice of a Student in the classroom in which the Candidate is teaching as part of his/her Clinical Practice.
- b. The Institution approves the collection and use of the Recordings upon the following conditions:
 - i. To protect Student privacy, Students will be identified only by their first names on any Recording.
 - ii. The Recordings will only be viewed by Moreland faculty, prospective teachers participating in the Program, mentors of prospective teachers participating in the Program and Moreland’s school officials and, upon written request, the Institution’s school officials.
 - iii. The Recordings are treated as confidential and used only for the purposes stated and will not be used for any other purpose.
 - iv. The Recording(s) are stored by Moreland in a secure computing environment.
- c. It is expressly understood that any information revealed in any Recording may be the subject of a court order or lawful subpoena, and Moreland and/or the Candidate may not be able to avoid compliance with the order or subpoena. If Moreland is required to disclose any Recording collected pursuant to this Section 5, pursuant to lawful requirement of any governmental agency or by any subpoena, summons, order or other judicial process, Moreland shall notify the Institution in writing of the requirement to disclose, and reasonably cooperate with the Institution’s lawful efforts to resist, limit or delay disclosure.

6. Indemnification and Insurance.

- a. Each Party shall defend, indemnify, and hold harmless the other Party and each of their respective officers, directors, agents, employees, and trustees from and against all third-party tort liabilities, claims, actions, causes of action, losses, damages, or expenses, including reasonable attorneys’ fees, caused by the indemnifying Party’s breach of its obligations under this Agreement.
- b. Each Party shall maintain commercial general liability insurance including contractual liability, and professional liability, with limits not less than \$1 million per occurrence and \$2 million annual aggregate. Each Party further agrees that, with respect to insurance coverage maintained by it, it will provide evidence of such insurance upon request and notify the other as soon as possible and cooperate with the other in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this Agreement. In addition, each Party shall maintain Worker’s Compensation for all its respective employees according to statutory limits as required by law.
- c. While in the performance of this Agreement, Candidates, as student teachers participating in an educational program, are not, and shall not be an officer, agent, contractor, employee, other personnel, or staff of Moreland for any purpose.

7. Notices. All notices and other communications by or to a Party shall be in writing and shall be given to any Party, at Party’s address shown on the signature page hereof, and to any other Person at its address shown on the signature page hereof. Any required notice shall be in writing and shall be deemed to have been properly given when: (a) hand delivered with delivery acknowledged in writing; (b) sent by U.S. Certified mail, return receipt requested; (c) sent by overnight delivery

service (Fed Ex, UPS, etc.) with receipt; or (d) on the email date (provided electronic delivery shall be deemed given on the next business day if sent either on a non-business day or on a business day after 5:00 p.m., receiving Party's time), unless an electronic undeliverable message has been received. As used herein "**business day**" shall mean a weekday other than a U.S. Federal holiday.

8. Term and Termination. This Agreement shall begin on the Effective Date and shall continue for two (2) years unless terminated as provided herein. Either Party may terminate this Agreement with or without cause upon ninety (90) days' prior written notice to the other Party. If the Agreement is terminated without cause, the Candidates shall be allowed to complete Clinical Practice at the Location.
9. Miscellaneous.
 - a. This Agreement shall be governed in accordance with the laws of the District of Columbia. The Parties understand and expressly agree that certain claims asserted against Moreland are subject to the exclusive jurisdiction of the D.C. Superior Court. Notwithstanding any other provision in this Agreement, both Institution and Moreland preserve all rights, defenses, privileges, and immunities as provided by law.
 - b. The relationship between the Parties to this Agreement to each other is that of independent contractors.
 - c. This Agreement and any Addenda represent the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties, whether oral, written, electronic or otherwise with respect to the subject matter.
 - d. This Agreement is for the sole benefit of Moreland and the Institution. The Candidates nor any other third party shall be a beneficiary of this Agreement or have any right to enforce the terms of this Agreement.
 - e. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All electronic copies of signatures of this Agreement shall be treated as an original for all purposes.
 - f. No amendment, waiver or modification to this Agreement shall be valid or enforceable unless it is in writing and executed by both Parties.
 - g. If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect. If practicable, the Parties shall substitute for the affected provision an enforceable provision which approximates the intent of the affected provision.
 - h. Each Party represents and warrants that the person signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TEACH NOW, INC. dba MORELAND UNIVERSITY ALBANY UNIFIED SCHOOL DISTRICT

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| By: | <u><i>Lauren M. Donmoyer, M.Ed.</i></u> | By: | <u></u> |
| Name: | <u>Lauren Donmoyer, M. Ed.</u> | Name: | <u>Dr. Donald Evans</u> |
| Title: | <u>Clinical Specialist</u> | Title: | <u>Interim Superintendent</u> |
| Date: | <u>August 6, 2024</u> | Date: | <u>8/13/2024</u> |
| Notice: | Moreland University 1100 17th St NW Suite 650 Washington, DC 20036 Attn: Clinical Team Email: clinical@moreland.edu | Notice: | Albany Unified School District 1216 Solano Ave. Albany, CA 94706 Attn: Dr. Donald Evans Email: devans@ausdk12.org |

