



Memorandum of Understanding (MOU) between EnCorps, Inc. and The Accelerated Schools

1. Overview

This Memorandum of Understanding (“MOU”) is dated 1/26/23 and is between EnCorps, Inc. (“EnCorps”), a California non-profit located at 600 Meyer Lane, Suite 204-B, Redondo Beach, CA 90278 and **The Accelerated Schools** (“TAS”) located at 4000 S. Main St, Los Angeles, CA 90037 (each, a “Party” and collectively “the Parties”).

EnCorps STEMx (Expert) Tutors looks forward to continuing to support high-quality teaching and learning with TAS. We aim to empower the assets of students to inspire them to discover the beauty, power and joy of mathematics. EnCorps has carefully screened and compiled mid-career and retiring professionals who have expertise in science, math, technology, and engineering-related fields to participate in an unpaid part-time, online tutoring program pursuant to the terms set forth in this MOU. EnCorps and TAS will work together to match STEMx (Expert) Tutors as volunteer tutors who serve directly with TAS students in an online tutoring capacity.

2. Term

This MOU shall be effective for a period of one academic year beginning August 1, 2022 through June 30, 2023. Upon completion of the first six months, this MOU shall be evaluated for a renewal for subsequent service years, unless either party terminates the relationship by providing sixty (60 days written notice to the other party prior to the end of the then current service year.

3. Description of Services Provided by EnCorps

Twenty-five tutors per cohort will be assigned to TAS (prioritizing 6th grade) to serve as online, after-school math STEMx Tutors. Each tutor will be matched with 1-2 students, providing virtual math tutoring for a minimum of two hours per week at a consistent day and time, for a period of no less than one academic semester. Students will be engaged in homework help and STEMx Tutors will utilize the content and curriculum provided by their classroom teachers via the School Site Coordinator to improve students’ math proficiency.

4. Program implementation

Working with EnCorps’ recruitment team, the EnCorps Program Coordinator will select STEMx Tutors and implement tutor training, observe tutors monthly, and work closely with the TAS Site Coordinator. Working with math teachers and school administration, the TAS Site Coordinator will identify students to participate in the program, based on students’ sub- standard proficiency in math based upon teacher assessments. The EnCorps STEMx Tutors will be overseen by the EnCorps Program Coordinator.

A. Academic support to be provided by EnCorps:



- 1) Assist math teachers and the Site Coordinator in identifying students who would benefit from an online math tutoring program;
- 2) Plan tutoring sessions and provide one-to-one math literacy tutoring to students;
- 3) Support student academic success by partnering with teachers and school staff to facilitate differentiated learning activities;
- 4) Record time spent with students providing one-to-one tutoring in EnCorps' data management system;
- 5) Participate in and/or lead facilitated data review and student progress monitoring meetings utilizing business intelligence tools toward the end of each semester; and
- 6) Promote a positive learning environment.

B. Relationship management and communication to be provided by EnCorps:

- 1) Forge and maintain positive relationships with TAS's faculty and staff to create welcoming virtual environments for students and STEMx Tutors; strong relationships are a cornerstone of the STEMx Tutor's success; and
- 2) EnCorps' STEMx Tutors will foster an inclusive service culture where different backgrounds, talents and capabilities are welcomed and leveraged for learning and effective service delivery.

5. Benefits for TAS

- A. EnCorps STEMx Tutors will support classroom instruction delivered by TAS Teachers.
- B. Students served by EnCorps STEMx Tutors will receive more opportunities for individualized academic attention.
- C. Students served by EnCorps STEMx Tutors will have an opportunity to learn the relevance of their academic subject matter from an experienced industry professional.

6. Benefits for EnCorps STEMx Tutors

- A. STEMx Tutors are provided the opportunity to share their practical and applied knowledge and expertise to help teachers close achievement gaps for students in low-income communities.
- B. STEMx Tutors are provided the opportunity to help teachers prepare middle school students for the rigor of high school mathematics.
- C. STEMx Tutors are learning to provide challenging education to students remotely as EnCorps equips them with resources and support as they shift their tutoring strategies to a virtual environment.

7. Role and Responsibilities of EnCorps

- A. Screen, select, train, and match up to twenty-five EnCorps STEMx Tutors per academic [year/semester] to 1-2 students to provide after-school online math tutoring;



- B. Schedule and facilitate an orientation meeting that will be held with EnCorps, and TAS;
- C. Provide reasonable amount of EnCorps staff time for ongoing STEMx Tutor and TAS support and consultation with TAS, as needed; and
- D. Check in with each STEMx Tutor twice monthly via office hours, tech tutorial sessions and one-to-one check-ins to target training based on areas that need improvement.

8. Role and Responsibilities of TAS

- A. Be familiar with EnCorps and EnCorps' Tutoring Handbook;
- B. Participate in an initial orientation meeting with the EnCorps Staff and STEMx Tutors;
- C. Assist the EnCorps Program Coordinator in helping identified students' families register for the EnCorps Middle School Math Tutoring Program on the tutoring platform;
- D. Assist STEMx Tutors in gaining access to the math curriculum the students are using and/or to any learning platforms such as Google Classroom;
- E. Make time to meet with the EnCorps Program Coordinator twice monthly (for 30 minutes) to field questions, give feedback from math teachers, or debrief;
- F. Proactively contact the EnCorps Program Coordinator if any concerns arise; and
- G. Additionally, be responsible for reporting program success via students' outcomes at mid-year and at the end of the academic year; and
- H. Require students participating in the tutoring program to complete a year end survey.

TAS Administrator shall:

- A. Sign this MOU with EnCorps in advance of the beginning of STEMx Tutors serving students in virtual math tutoring;
- B. Provide classroom space, specifically for the EnCorps STEMx Tutor Program, to accommodate tutoring twice a week at a consistent time and place after school, by providing space and a reliable Wi-Fi connection, and supporting student access to technology during tutoring sessions;
- C. Ensure the School Site Coordinator, a credentialed teacher, or instructional aide/assistant is present and working together to manage the twice weekly after school tutoring sessions;
- D. Ensure math teachers collaborate with School Site Coordinator to provide input on student identification and provide up to date math curriculum;
- E. Be available to the EnCorps Program Coordinator to address questions or concerns as they arise; and
- F. Proactively contact the EnCorps Program Coordinator if any concerns arise.

9. Joint Responsibilities

- A. Neither EnCorps nor TAS shall discriminate against any EnCorps STEMx Tutor, member of the staff of, or beneficiary of the program with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.



- B. TAS is to document any performance or behavior issues and immediately report them to the EnCorps Program Coordinator. TAS does not have the discretion or authority to dismiss or separate an EnCorps STEMx Tutors from service; EnCorps is the sole authority to terminate an EnCorps STEMx Tutors' term of service.

10. STEMx Tutor screening and Background Checks

- A. EnCorps carefully screens and selects its STEMx Tutors.
- B. This will include True Screen and Field Print criminal background checks, and a thorough review of volunteer applications.

11. Access to Resources and Student Information

- A. TAS will make available any necessary materials, and educational resources to EnCorps STEMx Tutors and EnCorps Program Coordinator so that they may complete their roles and responsibilities as outlined in this MOU.
- B. TAS shall make appropriate student academic information available to STEMx Tutors in order for tutors to better help students with academic objectives and support the effectiveness of the Middle School Math Program. Student academic information here refers to grades, behavior history, narratives on school performance, special education status (IEP or 504 plan), and any other information TAS's Staff deems necessary for the STEMx Tutor to work effectively with the student in an academic capacity. TAS reserves the right to withhold student information if it is not related to providing academic support to the student or if it is protected by privacy laws or TAS policies.

12. Check-Ins and Meetings

- A. STEMx Tutors, EnCorps Staff, and Site Coordinator will participate in an initial orientation meeting before virtual tutoring services begin. The EnCorps Program Coordinator will facilitate this meeting virtually.
- B. EnCorps STEMx Tutors and TAS shall assume responsibility for contacting the EnCorps Program Coordinator should any issue or questions arise. If the STEMx Tutor is not fulfilling their time commitment or behaves in a manner that is inconsistent with the expectations of TAS, TAS shall contact the EnCorps Program Coordinator immediately so that the problem can be addressed. In the absence of communication from TAS or STEMx Tutors, the EnCorps Program Coordinator shall reach out to both STEMx Tutors and Site Coordinator at least once monthly.

13. Cost

- A. The cost of the STEMx Tutor Program to TAS will be \$ 59,583.15 for the 2022-2023 academic year. EnCorps will invoice \$5,416.65 monthly, August 2022 through June 2023. Terms will be Net30.
- B. EnCorps shall cover the full cost of the application process, selection, background check and initial orientation of STEMx Tutors, as well as costs related to matching STEMx Tutors with TAS students.



- C. This includes all costs related to the professional development of EnCorps STEMx Tutors and all associated orientation, training, curriculum and other related costs.
- D. TAS Site Coordinators will be compensated by EnCorps at five hundred dollars (\$500) per month for the months of August through June.

14. Use of Media and Names

- A. TAS will seek parent permission that allows EnCorps to use the first name and capture the image (either video or photograph) of staff and/or students who are receiving services from EnCorps. Media can include but is not limited to: websites, videos, print material, and other branded collateral. If student images and names are to be used, EnCorps agrees to follow TAS policies governing such use.

15. Acknowledgment of EnCorps STEM Expert Tutor Performance

- A. EnCorps takes great care in assessing and selecting exceptional EnCorps STEMx Tutors. This initial screening process is part of the service that EnCorps provides to TAS. If there are questions about a specific EnCorps STEMx Tutor experience or background, TAS Staff can ask the STEMx Tutor over the phone, by email, or contact EnCorps directly to discuss the match.
- B. EnCorps STEMx Tutors will work with students to the best of their ability. Student success depends upon many factors, including, level of participation, attendance, and commitment.

16. Mutual Indemnification / Liability

- A. TAS acknowledges that all EnCorps STEMx Tutors referred by EnCorps are volunteers. EnCorps uses a rigorous and highly selective process for choosing EnCorps STEMx Tutors. However, EnCorps cannot be held responsible for conduct by an EnCorps STEMx Tutor that is unpredictable and negligent.
- B. It is the intent of TAS and EnCorps that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- C. TAS and EnCorps agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this MOU within ten (10) calendar days of such determination. TAS and EnCorps further agree to cooperate in the defense of any such actions with each party paying its own legal expenses. Nothing in this MOU shall establish a standard of care for or create any legal right for any person not a party to this MOU.

17. General Terms

- A. It is agreed that the relationship of EnCorps to TAS is that of an independent contractor, that EnCorps and TAS shall provide all services under this MOU as independent contractors, and that neither EnCorps nor TAS shall have the authority to bind or make any commitment on behalf of the other. Nothing herein shall be construed to create a



joint venture, employer-employee, association, or principal-agent relationship between EnCorps and TAS.

- B. Should it be determined that any term of this MOU is unenforceable, that term shall be deemed deleted. The validity of the remaining terms shall not be affected by the deletion of the unenforceable term.
- C. The laws of the State of California shall apply.
- D. Any controversy or claim arising out of or relating to this MOU, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association. The arbitration hearing shall take place in Los Angeles, CA before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Any amendments to this MOU must be in writing executed by authorized representatives of both parties.

This MOU constitutes the entire agreement and understanding between EnCorps and TAS and replaces all prior negotiations, discussions or proposals.

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

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each of TAS and EnCorps has caused its duly authorized representative to sign this MOU in the space provided below.

The Accelerated Schools	EnCorps. Inc.
By:	By: <i>Katherine Wilcox</i>
Date:	Date: January 3, 2023
Name:	Name: Katherine C. Wilcox
Title:	Title: Executive Director
Address: 4000 S Main Street Los Angeles, CA 90037	Address: 608 Meyer Lane, Suite 204-B Redondo Beach, CA 90278