



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

1. Overview

This MOU describes a formal The Accelerated Schools ship between the EnCorps, Inc. (“EnCorps”) and The Accelerated Schools (“The Accelerated Schools”). EnCorps STEMx (Expert) Tutors look forward to continuing to support high-quality teaching and learning at The Accelerated Schools. We aim to empower the assets of students and 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 The Accelerated Schools shall work together to match STEMx (Expert) Tutors as volunteer tutors who serve directly with The Accelerated Schools' students solely in an online tutoring capacity.

2. Term

This MOU shall be effective from the date signed by both parties (“Effective Date”) for a period of one (1) service year. Upon the completion of the initial year, this MOU shall automatically renew for each subsequent service year for a total of three 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 STEM Expert Tutors

Tutors will be assigned to The Accelerated Schools (prioritizing middle school) to serve as online after-school math STEM Expert 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 STEM Expert Tutors will utilize the content and curriculum provided by their classroom teachers to improve students’ math proficiency.

4. Program implementation

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

A. Academic support

- 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;
- 6) Promote a positive learning environment.

B. Relationship management and communication

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

5. Potential Benefits for The Accelerated Schools

- A. Teachers and program staff affiliated with The Accelerated Schools will receive support from EnCorps STEM Expert Tutors;
- B. Students served by EnCorps STEM Expert Tutors will receive more opportunities for individualized academic attention;
- C. Students served by EnCorps STEM Expert Tutors will have an opportunity to learn the relevance of their academic subject matter from an experienced industry professional.

6. Benefits for EnCorps STEM Expert Tutors

- A. STEM Expert 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. STEM Expert Tutors are provided the opportunity to help teachers ready middle school students for the rigor of high school mathematics that will provide them access to education that will help them break the cycle of poverty, pursue higher education, and secure jobs in the 21st century;
- C. STEM Expert 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 EnCorps STEM Expert Tutors 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 The Accelerated Schools Staff;
- C. Avail EnCorps staff for ongoing STEM Expert Tutor and The Accelerated Schools support and consultation with The Accelerated Schools, as needed;
- D. Check in with each STEM Expert Tutor twice monthly and will target training based on areas that need improvement.

8. Role and Responsibilities of The Accelerated Schools

- A. Be familiar with EnCorps and EnCorps' Tutoring Handbook;
- B. Participate in an initial orientation meeting with the EnCorps Staff and STEM Expert Tutors;
- C. Assist the EnCorps Program Director in helping identified students/families register for the EnCorps Middle School Math Tutoring Program on the Learn To Be tutoring platform;
- D. Assist STEM Expert 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 Director at least once a month (for 30 minutes) to field questions, give feedback from math teachers, or debrief ;
- F. Proactively contact EnCorps Program Director if any concerns arise; and
- G. Additionally, be responsible for reporting program success via students' outcomes over the academic year.
- H. Ensure that year end student surveys are completed.

The Accelerated Schools Administrators shall:

- A. Sign a memorandum of understanding (MOU) with EnCorps in advance of the beginning of STEM Expert Tutors serving students in virtual math tutoring;
- B. Be available to the EnCorps Program Director to address questions or concerns as they arise; and
- C. Proactively contact the EnCorps Program Director if any concerns arise.

9. Joint Responsibilities

- A. No person with responsibilities in the operation of the project shall discriminate against any EnCorps STEM Expert 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. The Accelerated Schools does not have the discretion or authority to dismiss or separate an EnCorps STEM Expert Tutors from service; EnCorps is the sole authority to terminate an EnCorps STEM Expert Tutors' term of service. The Accelerated Schools should document any performance or behavior issues and immediately report them to the EnCorps Program Director.

10. STEM Expert Tutor screening and Background Checks

- A. EnCorps carefully screens and selects its STEM Expert Tutors.

B. This will include True Screen and Field Print criminal background checks, and thorough review of volunteer applications.

11. Access to Resources and Student Information

- A. The Accelerated Schools will make available any necessary materials, and educational resources to EnCorps STEM Expert Tutors and EnCorps Program Coordinator so that they may complete their roles and responsibilities as outlined in this MOU.
- B. The Accelerated Schools shall make appropriate student academic information available to STEM Expert 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 The Accelerated Schools Staff deems necessary for the STEM Expert Tutor to work effectively with the student in an academic capacity. The Accelerated Schools 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 program The Accelerated Schools' policies.

12. Check-Ins and Meetings

- A. STEM Expert 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 STEM Expert Tutors and The Accelerated Schools shall assume responsibility for contacting EnCorps Program Director should any issue or questions arise. If the STEM Expert Tutor is not fulfilling their time commitment or behaves in a manner that is inconsistent with The Accelerated Schools 's expectations, The Accelerated Schools shall contact the EnCorps Program Coordinator immediately so that the problem can be addressed. In the absence of communication from The Accelerated Schools or STEM Expert Tutor, the EnCorps Program Coordinator shall reach out to both STEM Expert Tutors and Site Coordinator at least once monthly.

13. Cost

- A. The cost of the program to The Accelerated Schools will be \$ 65,000 per year.
- B. EnCorps STEM Teachers Program shall cover the full cost of the application process, selection, background check and initial orientation of Fellow, as well as costs related to matching STEM Expert Tutors with The Accelerated Schools.
- C. This also includes all costs related to the professional development of EnCorps STEM Expert Tutors and all associated orientation, training, curriculum and other related costs.
- D. The Accelerated Schools Site Coordinators will be compensated at \$500/month for the months of August – June.

14. Use of Media and Names

- A. The Accelerated Schools 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 The Accelerated Schools' policies governing such use.

15. Acknowledgment of EnCorps STEM Expert Tutor Performance

- A. EnCorps takes great care in assessing and selecting exceptional EnCorps STEM Expert Tutors. This initial screening process is part of the service that EnCorps provides to program The Accelerated Schools s. If there are questions about a specific EnCorps STEM Expert Tutor experience or background, The Accelerated Schools' Staff can ask the STEM Expert Tutor over the phone, by email, or contact EnCorps directly to discuss the match.
- B. EnCorps STEM Expert 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. The Accelerated Schools acknowledges that all EnCorps STEM Expert Tutors referred by EnCorps are volunteers. EnCorps uses a rigorous and highly selective process for choosing EnCorps STEM Expert Tutors. However, EnCorps cannot be held responsible for conduct by an EnCorps STEM Expert Tutor that is unpredictable and negligent. If an EnCorps STEM Expert Tutor is responsible for any harm caused to The Accelerated Schools ' facilities or persons, then such tutor shall be solely responsible for such acts.
- B. It is the intent of The Accelerated Schools 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. The Accelerated Schools and EnCorps agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. The Accelerated Schools and EnCorps further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

17. General Terms

- A. It is agreed that the relationship of EnCorps to The Accelerated Schools is that of an independent contractor, that EnCorps and The Accelerated Schools shall provide all services under this Agreement as independent contractors, and that neither



EnCorps nor The Accelerated Schools 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, The Accelerated Schools ship, employer-employee, association, or principal-agent relationship between EnCorps and The Accelerated Schools.

- 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 both parties.

This Agreement constitutes the entire agreement and understanding between EnCorps and The Accelerated Schools 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.

This MOU may be amended at any time by an agreement in writing executed by authorized representatives of EnCorps and The Accelerated Schools.

By signing this MOU we agree to the above for the Term (xx/xx/2021 to xx/xx/202x).

Signed: _____

Date: _____

Print Name: _____

Organization / Title: _____

Signed: _____

Date: _____

Print Name: _____

EnCorps Title: _____