

Memorandum of Understanding

**Mount Diablo Unified School District
and
Fortune School of Education**

Agreement on Temporary Employee for Limited Purpose

This Memorandum of Understanding is entered into by and between the Mount Diablo Unified School District ("District"), a California public school district; and the Fortune School of Education ("Fortune"), a California non-profit corporation; collectively the "parties."

WHEREAS, the California Commission on Teacher Credentialing ("CTC") requires that an institution seeking to offer new educator preparation programs must first be approved through the CTC's Initial Institution Approval ("IIA") process in order to become a program sponsor for, among other things, making credential recommendations, and

WHEREAS, Fortune is undertaking all steps reasonably necessary to diligently attain such approval through the IIA process to entitle it to submit credential recommendations on its own; and

WHEREAS, the guidance from the CTC is that until Fortune receives Provisional Approval, the District is the program sponsor for certain Fortune educator-preparation programs; and

WHEREAS, the guidance from the CTC is that a District employee must submit credential recommendations to the CTC for all District-sponsored educator preparation programs;

NOW THEREFORE, the parties agree as follows:

1. Credential Analyst

- a. Fortune credential analyst Carmy Preston or a suitable alternative Fortune candidate will apply for an at-will, part-time (not to exceed 16 hours per week), hourly, fixed-term not to exceed one year, temporary position as "Credential Analyst, Fortune." In the event that Fortune has not completed the IIA process through no fault of its own despite reasonably diligent efforts to obtain CTC approval, this agreement shall automatically renew for a one-year term. The Credential Analyst will be a member of the Diablo Managers Association.
- b. Following successful pre-employment background screening and related requirements, the Credential Analyst, Fortune will undergo customary District orientation and training. The Credential Analyst, Fortune shall sign the District's Responsible Use Policy (attached).

- c. The responsibilities of the Credential Analyst, Fortune shall be to perform all work reasonably necessary to process Fortune candidate credentials. Other District employees shall not perform any duties associated with serving Fortune students.
- d. The work location of the Credential Analyst, Fortune shall be Loma Vista Adult Education; no remote work or telework shall be permitted. The Credential Analyst, Fortune will be provided access to a District computer and a District email address, as well as other technology, equipment, and materials necessary to perform the duties of the position.
- e. The Credential Analyst, Fortune shall be subject to all District policies and procedures, and all the requirements of performance and conduct applicable to other District employees. The Credential Analyst, Fortune may be released from employment without advance notice, and shall have no expectation of continued employment.

2. Fortune Payment

- a. Fortune shall reimburse the District for all compensation in whatever form paid to the Credential Analyst, including salary, benefits, and payroll taxes and PERS contribution.
- b. In addition, Fortune shall reimburse the District for all indirect costs, supplies, materials, and other costs and expenses incurred by the District in employing the Credential Analyst, Fortune in an amount of 3.9% of the Credential Analyst's annual District salary.
- c. Payment by Fortune to District shall be monthly, per invoice to Fortune, within twenty (20) days of receipt of such invoice.

3. Term of Agreement

- a. This Agreement shall expire one year from the date of its execution, or upon Fortune's attaining IIA in order to be a program sponsor for making credential recommendations on its own, whichever occurs sooner. In the event that Fortune has not completed the IIA process through no fault of its own despite reasonably diligent efforts to obtain CTC approval, this agreement shall automatically renew for a one-year term.
- b. This Agreement shall also be terminated if the Credential Analyst is terminated from employment by the District and a suitable replacement is not provided within twenty (20) days of notice of such termination.
- c. This Agreement may also be terminated by failure on the part of Fortune to meet any of its obligations under this Agreement, including salary reimbursement and the obligation to take all steps reasonably necessary to obtain CTC approval through the IIA process. However, prior to termination of this Agreement the District shall provide Fortune notice of such alleged default and an opportunity to cure within twenty (20) days of notice. Termination shall not occur unless and/or until such default remains uncured after proper notice thereof. Notice shall be sent via Certified Mail to:

For the District: Leyla E. Benson, Executive Director of Human Resources, 1936 Carlotta Drive, Room 2, Concord CA 94519

For Fortune: Michelle Grace, Chief Operations Officer, Fortune School of Education, 2890 Gateway Oaks, Suite 100, Sacramento, CA 95833.


(THIS PORTION INTENTIONALLY LEFT BLANK)

4. Indemnification and Hold Harmless

Fortune shall indemnify, defend, and hold the District harmless from any and all claims of damage or harm, liability, or responsibility ("claims") for any acts or failures to act on the part of the Credential Analyst, Fortune while employed at the District, including any and all claims arising in connection with such employment whenever they may be asserted. This indemnification and hold harmless shall extend to any claims made by the Credential Analyst, Fortune against the District or third-parties.

IN WITNESS WHEREOF, the Parties and their respective counsel have hereunto set their hands, on the dates indicated:

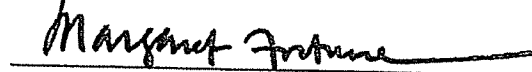
FOR THE DISTRICT



Nellie Meyer, Ed.D.
Superintendent

July 20, 2017

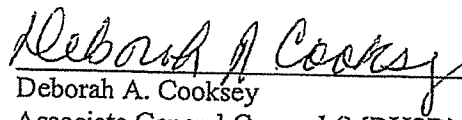
FOR FORTUNE



Margaret Fortune
President/CEO


July 13, 2017

APPROVED AS TO FORM BY COUNSEL:



Deborah A. Cooksey
Associate General Counsel (MDUSD)
(925) 682-8000 ext. 4063

August 1,
July __, 2017



C. Jason Smith
Smith, McDowell & Powell, A Law Corporation
Outside General Counsel (Fortune School)
(916) (569-8100)

July 13, 2017