

## MEMORANDUM OF UNDERSTANDING

### Short Term Exchange Visitor Program for International Students: An Agreement between West Contra Costa Unified School District and PCC Education

#### I. Statement of Agreement and Purpose

This Memorandum of Understanding (“MOU” or “Agreement”) is executed by and between the West Contra Costa Unified School District (“District”) and PCC Education, a California corporation.

The primary purpose of this MOU is to afford students of West Contra Costa Unified School District and PCC Education the opportunity to build cross-cultural understanding between the United States and China. It will also afford Chinese students the opportunity to increase their proficiency in the English language and help them build their understanding of the U.S. educational system and determine if they may want to return to the U.S. for further cultural and academic exchange in the future.

The program shall accomplish these goals by allowing the District to accept short term exchange students, defined as students visiting District schools for less than one month and who do not enroll in any District course, for the purposes of participating in enrichment and cultural exchange programs such as workshops, seminars and visiting and observing classes.

#### II. Term of Agreement

The term of this MOU shall encompass the time required for planning and implementing a program to host visiting students from China for up to eight school days between January 31 and February 9, 2018 at De Anza High School, Korematsu Middle School, and Madera Elementary School. This MOU shall become effective January 29, 2018 and the last day that this MOU shall be in force shall be February 28, 2018 except as otherwise specified in Section VI (Indemnification/Hold Harmless Agreement; Insurance).

#### III. Program Costs

The West Contra Costa Unified School District shall not incur any financial obligations under the terms of this MOU. PCC Education, through the families and participants provided benefits by this MOU, shall be responsible to compensate West Contra Costa Unified School District for all costs related to any programs or services that West Contra Costa Unified School District may provide for PCC Education students.

In addition, the District shall not be responsible for providing meals, travel, or lodging for any students participating in the programs established under this Agreement. This includes the cost to participate in any school-sponsored event, including lunches, trips, and events.

The District will be reimbursed by PCC for any staff cost associated with organizing and planning schedules, activities or events for program participants. The District will be reimbursed

by PCC for any staff costs associated with hosting visiting students and providing enrichment activities (i.e., teacher stipends). The District shall have the right to select/assign the staff member(s) who shall participate in the program established by this Agreement.

PCC Education agrees to compensate the West Contra Costa Unified School District for all services that the District provides to the summer program, including but not limited to the following service at the rate specified:

\$40 per day per visiting student for District administrative and personnel costs associated with hosting visiting students for up to eight school days between January 31 and February 9, 2018 at De Anza High School, Korematsu Middle School, and Madera Elementary School.

In addition, the cost of any school supplies, school meals, school uniforms and any curriculum materials that may need to be purchased by, or on behalf of, the visiting students is to be paid by PCC Education.

This Agreement is for the attendance of up to 26 visiting students in grades 2<sup>nd</sup> to 6<sup>th</sup> at Madera Elementary School, up to 10 visiting students in grades 7<sup>th</sup> and 8<sup>th</sup> at Korematsu Middle School, and up to 30 visiting students in grades 9<sup>th</sup> to 12<sup>th</sup> at De Anza High School. Additional visiting students may only be added at the discretion and approval of the District. Staff members from the visiting students' school may also visit at Madera, Korematsu, or De Anza while the visiting students are present. The visiting staff members will be required to follow all District policies regarding classroom visitations.

Additional days added to the schedule are subject to the approval and discretion of the District. Additional services requested which are not listed above will incur additional fees.

If a visiting student does not attend for the full duration of the visit, PCC Education is not entitled to a refund of any of the costs paid to the District under this Agreement for that student's attendance.

#### IV. Indemnification/Hold Harmless Agreement; Insurance

- a. Indemnification. The PCC Education shall defend, indemnify and hold West Contra Costa Unified School District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including claims for and awards of attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole gross negligence, recklessness or willful misconduct of West Contra Costa Unified School District. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- b. Insurance for WCCUSD Participants. PCC Education shall provide insurance coverage, and an applicable certificate of insurance as specified in section V, c., for all visiting students and staff participating in the program outlined in this Agreement, whether in the United States or abroad. Insurance coverage shall be for a minimum policy limit of the following:

**Liability \$1,000,000**  
**General Aggregate \$2,000,000**  
**Personal Injury \$1,000,000**  
**Medical Expenses \$5,000**  
**Molestation and Abuse Liability: \$1,000,000 (current industry maximum available)**  
**Umbrella Liability \$3,000,000**

- c. Certificate of Insurance. Prior to commencing services pursuant to this Agreement, PCC Education shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of PCC Education's insurance provider. Such certificate shall include the Endorsements described in this Agreement as attachments.

The District, its elected and appointed officers, agents, employees, students, parents of students, volunteers, contractors and representatives be listed as Additional Insured as respects the operations of PCC Education. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "WCCUSD, its elected and appointed officers, agents, employees, students, parents of students, volunteers, contractors and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

The insurance, indemnification, and hold harmless provisions under this MOU extend to activities on and off West Contra Costa Unified School District properties.

- d. PCC Education and the families and participants of the program established by this MOU shall provide assurance of their responsibility for health/accident/liability insurance and the resolution of any related personal difficulties which may arise.
- e. PCC Education shall not engage in arranging or providing homestay or lodging services to the visiting students, and shall not assume any other express or implied responsibility for doing so. Arrangements for the provision of homestays or lodging services shall be solely the responsibility of the families of the visiting students or a third party unrelated to this MOU that the families of the visiting students contract with directly. Furthermore, the District assumes no express or implied responsibility for lodging or homestays for visiting students under the terms of this MOU.

V. Payment

- a. Payment by PCC Education to West Contra Costa Unified School for all services under this Agreement is due in full by January 19, 2018.
- b. PCC Education shall contract directly with the visiting Chinese students, or their school, to be compensated for the cost of providing services to visiting students under this Agreement. The West Contra Costa Unified School District shall not be responsible

for compensation to PCC Education for the services it provides to visiting Chinese students.

VI. Termination

This Agreement may be cancelled or terminated with cause by either party by giving seven (7) calendar days' advance written notice to the other party. Cause shall mean a material breach of the obligations of a party under this Agreement. Such notification shall state the cause and the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.

VII. Integration

This MOU contains the entire Agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understanding or Agreements between the parties with respect to the subject matter of this Agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of authorized officials. However, the parties state and agree that this MOU is subject to review and approval by the District's Governing Board, and that the District shall have no obligation hereunder unless and until such approval is obtained. In the event the District's Governing Board declines to approve this MOU, the parties shall be returned to the status quo existing on the date this MOU was signed.

The persons indicated below are legally authorized to execute this MOU on behalf of the respective parties, and to bind the respective parties to this Agreement.

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Manager  
PCC Education

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Associate Superintendent  
West Contra Costa Unified School District