



Memorandum of Understanding (Draft for CPS schools)

Between the International Education Management Corp. Ltd, (IEMC) and individual schools within the State of Iowa as participants. Final binding agreements will be in a formal contract.

The goal of this MOU is to outline the opportunity for Chinese Foreign Students in China, and benefits to the Iowa participating schools, to participate in a Two plus Two years program wherein Chinese Foreign Students will study two years at IEMC partner international section schools in China, and subsequently transfer to Iowa schools for two years to complete their education and earn a high school diploma from the Iowa school they attended.

Leadership of this program is provided by the Mason City School District (MCCSD). The leadership focus is to help set up and manage the two year program in China for grades 9 and 10.

Students from the Iowa schools also have the opportunity to study at one of the partner international section schools in China for Summer/Winter camps and/or as exchange students.

This MOU is Non Binding. Final contracts will be the binding agreements. The MOU merely expresses a common intent for discussion/negotiation purposes.

The overall goal is to promote international education for the Chinese and American students, teachers, and administrators in order to promote the greater understanding between our two great countries and global awareness.

Therefore, this document represents the proposed terms and conditions for establishing a Chinese and American student exchange program between Iowa public school partner schools, and Chinese international section schools in China represented by IEMC. This document serves to outline all requirements, responsibilities, terms and conditions to be executed in the final contract.

Section 1: Terms of agreement

- 1.1 Term of agreement is 5 years
- 1.2 Agree to review the status 12 months prior to end date
- 1.3 Either party can terminate in 30 days for cause
- 1.4 Either party can terminate in 12 months without cause upon written notice to the other party

Section 2: Parties and Relationship of Parties

Mason City High School (the "District") is a public high school in Iowa and a host school under this MOU to Chinese foreign students, and the International Education Management Corp. (IEMC)

Section 3: Services to be provided by IEMC:

- 3.1 **Enrollment:** IEMC to provide an agreed number of students to each Iowa school.
 - 3.1.1 Proposed to start with 50 students in the Fall of 2016 school year in all CPS.



Author

Consider this provision when entering into the binding agreement. The review and decision to continue may be best suited for Spring or Summer.



Author

"For cause" should be defined.



Author

Add description of IEMC.



Author

We recommend getting an estimate number of students coming to CHS only. Later in this MOU it suggests 5 students per year. Will that number change if fewer schools choose to participate?

3.1.2 Enrollment may increase if both parties agree all parties can manage an increased number of students.

3.1.3 Term: 5 years. For the school years 2016/17, 2017/18, 2018/19, 2019/20, 2020/21

3.2 IEMC is responsible to enroll Partner Consortium Schools (CPS). These are Iowa Regional High Schools that IEMC enrolls into this program. IEMC will contract with the partner schools individually.

3.3 IEMC will assist the District arranging to test Chinese Foreign Students to take necessary English proficiency evaluations.

3.3.1 Establish minimal tests and expected levels

3.3.2 IEMC and MCSD will work together to establish a unified admissions process and requirements.

3.4 IEMC will assist the District to issue needed documents to Chinese foreign students.

Student Lawful Entry:

3.5 IEMC is responsible to obtain F1 visas from the U.S. consulates in China and otherwise complying with required immigration, travel and federal documents required for the Chinese students to enter the United States.

Boarding:

3.6 IEMC is responsible to provide adequate boarding for Chinese students studying in Iowa.

3.6.1 Provide room, board, and healthcare insurance coverage.

3.6.2 Be responsible for the safety and well-being of students when students are not in school.

3.6.3 Provide cultural growth experiences, university tours, and participation/attendance in outside activities.

3.6.4 Provide appropriate staff to monitor and supervise all outside school activities.

Home Stay: IEMC encourages CPS to make home stay available to students and families in each CPS district.

3.7 IEMC will facilitate home stay management as needed and communicate the arrangement for individual students residing in the District with the District.

3.7.1 IEMC will facilitate the appointment of temporary Custodians/Guardianship from the Chinese family to the host family.

3.7.2 Provide \$500 per month to the host family

Communication with Chinese families

3.8 IEMC will coordinate and conduct communication with the Chinese families on all aspects of the experience.

Curriculum and Staffing



Author

Who is responsible for this? It is unclear if IEMC, Mason City CSD, or Mason City CSD will be responsible. What arrangement would the District prefer?

3.9 IEMC and MCSD will cooperate to develop a stage one curriculum for Chinese foreign students to meet and/or exceed requirements of Common Core curriculum for 9th and 10th grades for the 2016/17 school year.

3.9.3 Under the direction and supervision of IEMC, the curriculum will be adopted and taught in international sections of Chinese partner schools.

3.9.4 IEMC will send Chinese teachers annually to be trained or intern in U.S. partner schools.

3.9.4.1 The acceptance of Chinese teachers will be determined by the CPS partner schools.

3.9.4.2 IEMC will provide compensation and living expenses for Chinese teachers

3.10 IEMC agrees it, and its owners, employees, or Chinese partner schools, and Chinese teachers working in this program do not have and will not acquire tenure under the Teacher Tenure Act and are forever stopped from asserting otherwise.

Any other indemnity needed by CPS

3.11 IEMC will provide Chinese certified teachers to teach Mandarin Language in the Iowa partner schools. The number of teachers will be based on a ratio of Chinese students in the CPS schools, and agreement on delivery methods. The Chinese teachers will be employees of IEMC. The District will treat the Chinese teachers as Guests/Volunteers and conduct the necessary checks for allowing and continuing access to the school building.

3.12 Immunization & Health

3.13 IEMC will provide required insurance and immunization and will provide proof prior to the student's arrival

3.14 IEMC will provide lunch money for Chinese students

3.15 Tuition and Payments

IEMC will pay \$8,000 per student per school year to the partner schools in Iowa that host students

3.15.2.1 3.15.2.1 If a student returns home before the start of the second semester half of the tuition for that school year will be returned to IEMC.

3.16 Grant degrees to students that successfully complete the degree requirements.

3.16.1 The District will grant the high school degree for the students that attend grades 11, and 12, and who meet all the District's requirements for graduation. Graduation from the District is not guaranteed. It is the responsibility of each student to fulfill District graduation requirements.

Section 4: Services to be provided by CPS

4.1 **Enrollment:** Qualified Chinese foreign students will be enrolled in a consortium of Iowa regional high schools that will accept qualified students in grades 11 and 12.



Author

What payment is made to IEMC? This paragraph seems out of place and in any event, would not override legal requirements, if any. We suggest removing.



Author

We recommend adding a District specific clause?

Additionally, spoke with the DE to discuss licensure concerns (if any) with foreign certified teachers teaching Mandarin in Iowa schools. The DE is comfortable if the foreign teacher is serving as more of a guidance counselor for the foreign students. We do not know at this time if the foreign teacher could actually teach Mandarin to students for credit at this time.



Author

When will this payment be made? Also, we recommend declining money beyond what you would normally charge for tuition and fees. We can find no authority to authorize use of the overpayment.



Author

Statement is redundant (see 4.2.)

4.1.1 The District agrees to take up to ten (10) grade 11 and 12 students per school year, for each of the school years 2016/17, 2017/18, 2018/19, 2019/20, 2020/21.

4.1.2 Academic credits that Chinese Foreign Students receive from their preceding study in China shall be transferable if they apply to the District's graduation requirements, and if they meet the credit and proficiency qualifications.

4.2.3 The District reserves the right to test each student for proficiency before admittance.

4.2.4 CPS shall provide appropriate documentation for admission into the high school educational programs in the CPS.

4.2.5 The District will work with each student to ensure that each student has the opportunity to graduate.

4.2.6 CPS will grant their high school degree to all Chinese Foreign Students who successfully complete grade 12 at the CPS, and who meet CPS requirements for graduation.

4.2 **Student Lawful Entry:** The District shall issue Form I-20, *Certificate of Eligibility for Nonimmigrant (F-1) Student Status-for Academic and Language Students*, and other necessary documentation to the Chinese Foreign Students in order to assist the F-1 visa application.

4.3 **Home Stay:** CPS shall promote home stay opportunities to district families with students in CPS. The home stay commitment duration will be based on semester or school year time periods. IEMC will facilitate the appointment of host families and will oversee Home Stay arrangements.

4.3.1 Host families shall assume Temporary Custodian/Guardianship of the Chinese Foreign Students.

4.3.2 The District will provide school transportation for Home Stay students as needed or in accordance with practices applicable to all other district students.

4.4 **Academic Study:** The District will be responsible for the academic study of the Chinese Foreign Students.


4.4.1 Provide English as a Second Language (ESL) and tutorial support as needed and determined by eligibility requirements set forth by the State of Iowa, for the academic success of the Chinese Foreign Students.

4.4.2 CPS will design, implement, and support an orientation program to assist each Chinese Foreign Student with acclimation to the CPS.

4.4.3 The District will provide appropriate guidance counseling for course selection and university preparation.

4.5 **College Application:** The District will provide the same guidance counseling services for university application as the resident high school students receive.

4.7 **Staff training and recruitment:**

 **Author**
Is this number acceptable

 **Author**
This requirement is not clear.

4.7.1 CPS will provide opportunities for Chinese teachers working in the American Curriculum sections in China to be trained, cooperative teach, or to serve as interns in Iowa public schools if it works for the individual school districts and is consistent with the requirements of Iowa law.

4.7.2 Be open to discuss teacher exchange programs.

4.7.3 Be open to providing exchange teachers to teach in China on any time frame that works for the CPS.

4.7.4 Assist IEMC to recruit teachers to teach in China if able.

4.8 **Tuition and Refund:** CPS agrees to charge IEMC eight thousand dollars (\$8,000) per student for services listed in 4.1, 4.2, 4.3, 4.4, 4.5 above.

4.9.3 **Refunds:** If students attending CPS in Iowa return to China prior to the start of the second semester of a school year, the CPS will reimburse half of the tuition fees (\$4,000) to IEMC. If students return to China after the start of the second semester no refund is due.

Section 5: Exclusivity and Right of First Refusal:

5.0 The parties agree that, during the initial Term and during any Renewal Term, IEMC shall be the exclusive authorized entity to operate the program to bring Chinese Foreign Students to CPS.

Section 6: Governing Law:

6.0 This agreement shall be deemed to have been entered into and to be performed in the State of Iowa, and shall be governed, construed, and enforced in accordance with the laws of the State of Iowa. Any dispute over the terms of this Memorandum will be resolved by a court located in the city of choice of the CPS or individual district.

Section 7: Entire Agreement:

7.0 The parties agree that this Memorandum of Understanding constitutes the entire agreement between them and that it supersedes any and all promises or agreements, oral or written, related to the enrollment of Chinese students in the State.



Author

See comments from Section 3.15.