LOS ANGELES PACIFIC UNIVERSITY | Azusa Pacific University System

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Los Angeles Pacific University,** hereinafter called the **UNIVERSITY** and **Jefferson School District** hereinafter called the **DISTRICT:**

W I T N E S S E T H

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the university's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **November 1, 2024,** and terminate on **October 31, 2029.**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their TK-6 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the TK-6 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or Email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

5. Insurance.

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees.

b. The District shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and candidates. The District shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid TK-6 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid TK-6 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

11. Candidates Participating in Unpaid TK-6 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid TK-6 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such

candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. **Confidentiality.**

   a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

   b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. Indemnification.

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. With the guidance of the classroom host teacher, the candidate may participate in small group instructional activities. With the guidance of the classroom host teacher, the candidate may participate in formal assessments to individual TK-6 students and/or small groups of students during their field experience. The candidate may be required to observe in a variety of settings to meet course expectations and will document 10 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area TK-6 teaching experience. It is the expectation that the classroom where candidates complete field experience will consist of TK-6 students and include students who are English learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short verification form to verify the candidate's field experience.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement (BSR), (b) possessing a valid certificate of clearance or other valid CTC document, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience

embedded course. Assignments directly related to the candidate's field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor.

TEACHER EDUCATION STUDENT TEACHING

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area TK-6 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the supervising teacher not have additional district or school-based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for candidates who are assigned by the University to student teaching. Classrooms, where candidates complete student teaching, must include TK-6 students who are English learners, on an IEP, 504 Plan, students who qualify for GATE, and/or students from an underserved group. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of the candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student-teacher placement in locations where the candidate is able to video record his/her teaching with TK-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the CalTPA task requiring a video.

The District recognizes the importance of facilitating placements that allow teacher candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the teacher candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District may, for good cause, refuse to accept any candidate of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment of any candidate of the University.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) including all duties normally performed by a teacher. The student teaching semester is to align with the school of placement.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for the full semester according to the district calendar for students. Candidates have the option to request the semester be split in half between two placements: half in a primary (K-3) classroom and half in an upper grade (4-6) classroom. For this, the University will pay the District a Master Teacher Stipend for performance by the District of all services required at a rate of one hundred dollars ($100) for each half semester.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for one semester; a fall semester to be approximately middle/end of August to December and a spring semester to be approximately the beginning of January to the beginning/middle of June.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44454 whereby University candidates may be placed as Intern teachers in District Schools. Each intern certificate will be valid for a period of two years. Reference: Education Code Section 44325 (b). An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject Credential. The Intern candidate's services meet the instructional or service needs of the participating district. Reference: Education Code Section 44458. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets the District's contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the Intern candidate throughout the internship teaching year. The District agrees to provide the University with the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including the identification of protected time for district-provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from an organization recognized by the U.S. Department of Education and the Council for Higher Education Accreditation and have satisfied the additional requirements of (a) California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training.

The University will assign a University supervisor to support the intern who will work cooperatively with the district personnel designated above. The University supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching, learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern candidate, which will include an annual evaluation. For Intern candidates teaching in inclusive kindergarten through 6th-grade settings, the Professional Development Plan must include instruction during the first semester of service which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available a description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of

support/mentoring and supervision to each Intern candidate each school year. Intern candidates without EL authorization are required to receive 45 hours of EL support. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code Section 44462.

The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content-specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern candidate observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of field mentors, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for the documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language-accessible instruction. This individual must have an EL authorization.

The University shall ensure Intern Teacher assignments take place in locations where the candidate is able to record his/her teaching with TK-6 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow Intern candidates to complete the California Teaching Performance Assessment (CalTPA) and has necessary policies and procedures in place related to the appropriate use of video for instruction, and assessment. The District recognizes that the Intern candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

Los Angeles Pacific University	Jefferson School District
Signed: Gordon Jorgenson III	Signed:_____
Name: Gordon A Jorgenson III	Name: _____
Title: Assistant Dean	Title: _____
Date: September 30, 2024	Date: _____
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