



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and **Cypress 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 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 **July 1, 2017** and terminate on **June 30, 2022**.
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 K-12 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 K-12 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 and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$1,000,000 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, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$1,000,000 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, agents, 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 K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 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.
 - ii. Candidates Participating in Unpaid K-12 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 K-12 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 attorneys fees) that may arise out of negligent acts or omissions of the University, and its 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 attorneys fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, or employees during the course and scope of a University candidate’s clinical training.

11. Scope of Work.

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 have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University.

The University shall provide district employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District shall provide teaching experience through student teaching in schools and classes of the district for candidates who are assigned by the University to student teaching in schools or classes of the District. Classrooms where candidates complete students teaching must include K-12 students who are English Learners; on an IEP, 504 Plan or GATE; and students from underserved groups. 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 candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University recognizes for the purposes of implementing the video requirement for the Teaching Performance Assessment (TPA), the University places candidates only where the candidate is able to record his/her teaching with K-12 students. The University requires candidates to affirm that the candidate has 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 candidates to complete the Teaching Performance Assessment (TPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment.

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

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement, (b) demonstrating Subject Matter Competence (or 4/5 of Subject Matter Competence for Undergraduates in an approved Subject Matter Preparation Program), (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) for 16 weeks including all duties normally performed by a teacher. The 16 weeks aligns with the University’s Fall and Spring semesters.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

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 approximately one semester; a Fall semester to be approximately end of August to beginning of December and a spring semester to be approximately the beginning of January to beginning of May.

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 44450 whereby University candidates may be placed as Intern teachers in District Schools. An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential. The Intern candidate’s services meet the instructional needs of the participating district. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets with 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 throughout the internship teaching year(s). The District agrees to provide to the University 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 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 a regionally accredited institution of higher education and have satisfied the additional requirements of (a) California Basic Skills requirement, (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 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 students without an EL authorization are required to receive 45 hours of EL support. 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 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 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.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELD PROGRAM

The District agrees to appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the Coordinator of Field Education for School Counseling and School Psychology in implementing the candidate's field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned candidates. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the field experience; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during field experience; (e) advise the University of any changes in its personnel, operations or policies which may affect the field experience; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the field experience; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall evaluate the performance of assigned candidates on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. The completed evaluation will be forwarded to the University promptly upon conclusion of each candidate's field experience. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's field experience, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health of performance is a detriment to any patient's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Coordinator of Field Education.

The University agrees to appoint a staff member as Coordinator of Field Education to administer the University's responsibilities related to the Program and oversee the candidates' field experience at the District. The Coordinator of Field Education shall be responsible for on-going communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CCTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the field experiences. The university shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University agrees to orient the candidates to the District's requirements for acceptance, and to have assigned candidates provide, prior to commencement of their field assignments, any of the following information as may be required by the District to determine whether the candidates meet the District's requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the candidate is not a sexual offender or listed in any child abuse registry, or confirmation that the candidate is not on an OIG or GSA exclusion list; and (iii) drug screening.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.

The University agrees to supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by the District.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is authorized to assume the functions that are authorized by the Pupil Personnel Services School Counseling or School Psychology Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of passing the CBEST exam.

The University shall provide a supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The District shall authorize an appropriately credentialed School Counselor or School Psychologist to supervise the Intern School Counselor or School Psychologist.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

ADMINISTRATIVE SERVICES PRELIMINARY FIELD EXPERIENCE

The Administrative Services Preliminary Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate's mentor as well as from the university fieldwork supervisor and course instructors, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to select a site for the candidate that is conducive to learning the skills of educational and instructional leadership and designate a certified administrator at the candidate's site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The selected site shall provide opportunities for the candidate to experience responsibilities that are closely related to the job performance requirements of administrators. The designated certified administrator providing supervision shall review and provide input into the Administrative Services Preliminary Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

ADMINISTRATIVE SERVICES INTERN

The Intern administrator is authorized to assume the functions that are authorized by the Administrative Services Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) holding an appropriate clear or life teaching or services prerequisite credential, (b) passing the CBEST exam, and (c) have five years of successful teaching or appropriate service experience.

The University shall provide a supervisor to work cooperatively with the Intern administrator and site supervisor.

The District shall authorize an on-site administrator to supervise the Intern administrator.

The District shall ensure no Intern administrator will have his/her salary reduced by more than one-eighth of the total contracted administrative pay to cover costs of site supervision. The salary of

the Intern administrator shall not be less than the minimum base salary paid regularly certificated administrative personnel in similar positions.

The District agrees that the Intern administrator will remain a management employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern administrator does not displace other certificated administrative employees in the District.

ADMINISTRATIVE SERVICES CLEAR FIELD EXPERIENCE

The Administrative Services Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate's mentor as well as from the university fieldwork supervisor, aligned with the standards of the California Commission for Teacher Credentialing.

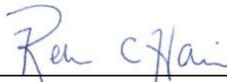
The District agrees to designate a certified administrator at the candidate's site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The designated certified administrator providing supervision shall review and provide input into the Clear Administrative Services Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

Cypress School District

By 
Rebekah Harris,
Assistant Dean of Accreditation and Assessment
Date 03/20/2017

By _____
Name: _____
Title: _____
Date _____

Azusa Pacific University
School of Education
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