

MEMORANDUM OF UNDERSTANDING  
BETWEEN

Pacific Oaks College

AND

Mountain View Whisman School District

This Memorandum of Understanding (the "MOU") is entered into by and between Pacific Oaks College, a non-profit institution of higher education located at 55 Eureka Street, Pasadena, California (the "College"), and Mountain View Whisman School District located at 1400 Montecito Avenue, Mountain View, CA 94043.

**A. Parameters**

This Understanding shall be effective for a period of five years from the date of signature when executed by both parties. This Understanding will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term. Contract and monitoring responsibilities for the MOU rest with the College. If modifications are necessary within the duration of this MOU, they will be added to this memorandum by mutual written Understanding of all parties involved.

All stipulations in this MOU are contingent upon the acceptance and funding of the Intern Program by the California Commission on Teacher Credentialing.

**B. Purpose**

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties to this Understanding and to set forth the operative conditions, which will govern this partnership. The District and the College will form a partnership in providing coordinating services as part of the College Intern Program, serving multiple subject and mild/moderate special education interns, hereafter referred to as the College Intern Program.

**C. Roles and Responsibilities**

**The District agrees to:**

1. Participate in program evaluation.
2. Participate in the a clearly defined selection of district support providers (i.e. mentor teachers) to participate in the College Intern Program who have the following minimum qualifications:
  - a. Valid corresponding Clear or Life Credential
  - b. Three years of successful teaching experience
  - c. EL Authorization (if responsible for providing specified EL support).

3. Provide sufficient resources, including the identification of protected time for employer-provided support/mentor to work with intern within the school day including clearly defined expectations for type/frequency of support.
4. Clarify the intern's terms of employment, including evaluation process of site support provider (examples: retiree, contracted COE or other agency staff, current school employee). The CTC requires districts to identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction. This individual may be the same mentor teacher provided that they have EL authorization and are immediately available.
5. Ensure the quality of the internship experience by providing professional development to the intern. College support providers will work with the intern and mentor teacher to design appropriate activities that support the intern's work with English Learners.
6. Ensure that all district and site administrative staff respect the confidentiality between the mentor teacher and the intern teacher. Intern activities will not have a relationship to district teacher evaluation.
7. Only hire intern candidates who meet the requirements necessary for obtaining an intern credential.
8. Assign the intern to positions that are authorized to be performed by holders of multiple subject and mild/moderate special education intern credentials, with a load that is appropriate for a beginning teacher that will enable the adequate time necessary to complete 8549 concurrent credential coursework.
9. Provide at least 84 hours of general support/supervision of the intern, and, if the intern does not already hold an English Learner Authorization, a minimum of 22.5 hours of additional English Learner support each academic year.
10. Place each participating intern with a fully credentialed mentor teacher, preferably at the same site as the intern teacher and with experience in the curricular area or grade level assigned to the intern.
11. Upon request of the District for good cause, the District shall notify the College of termination or change of assignment of any intern in the College Intern Program.

**Pacific Oaks College agrees to:**

1. Designate a member of the faculty in teacher education to provide leadership for the College Intern Program. The College will assume the cost of a faculty member to provide leadership of the College Intern Program and work with the District.
2. Ensure that intern candidates meet the requirements necessary to acquire an intern credential:
  - i. Bachelor's degree from an accredited school of higher education
  - ii. Certificate of Clearance or other valid CTC-issued permit

- iii. Basic Skills Requirement
  - iv. Negative TB test results
  - v. Cumulative minimum GPA of 3.0
  - vi. Subject Matter Proficiency
  - vii. U.S. Constitution
  - viii. 120 pre-service hours
3. Recommend only intern eligible candidates meeting the above requirements to the CTC for the intern credential.
  4. Enhance the intern candidate's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
  5. Assign a fieldwork supervisor who will provide support and assistance to the intern through regularly scheduled classroom visits.
  6. Provide at least 60 hours of general support/supervision of the intern, and, if the intern does not already hold an English Learner Authorization, a minimum of 22.5 hours of additional English Learner support each academic year.
  7. Ensure the quality of the internship experience by providing professional development. College fieldwork supervisors will work with the intern and intern's mentor teacher to design appropriate activities that support the intern's work with English Learners.
  8. Notify the District in the event that an intern is not maintaining enrollment and/or responsibilities in the courses to complete the Intern Program.
  9. Provide advising and transitional assistance as needed to interns preparing to enter the Beginning Teacher Support and Assessment induction program

#### **D. General Terms and Conditions**

1. The Understanding between the College and the School District shall be the governing legal document between the parties.
2. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation.
3. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors

in the performance of this Understanding. The insurance requirements of this Understanding will not be construed as limiting the scope of this indemnification.

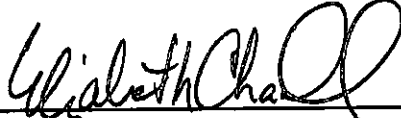
4. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Understanding shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The School District's general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The College's professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
5. **Effective Date.** The effective date of this Understanding is the date on which the Understanding was duly executed.
6. **Termination.** The expectation of all parties is that the intern will complete the term of this Understanding. Termination of this Understanding with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or policies of the School District. Any party may terminate this Understanding without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this Understanding on the part of the College or School District is separate from termination of the intern's, mentor teacher's, or Credential Analyst's employment. It is assumed that if there is an early termination of this Understanding on the part of the intern, the District or mentor teacher, that such a decision must include consultation with the qualifying degree program.
7. **Notices.** All notices required to be given under this Understanding shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:
  - For College: Pacific Oaks College  
Attn: Ashley Gossett  
55 Eureka Avenue  
Pasadena, CA 91103  
Tel: 626.529.8420  
Email: agossett@pacificoaks.edu
  - For District: Mountain View Whisman School District  
Attn: Noemi Herrera  
~~1400 Montecito Avenue~~ 1400 Montecito Ave  
Mountain View, CA 94043  
Email: nherrera@mwwsd.org
8. **Modification.** This Understanding may be revised or modified only by mutual Understanding and written amendment signed by both parties.

9. **Severability.** Each paragraph of this Understanding is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Understanding is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
10. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
11. **Assignment.** Nothing in this Understanding shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Understanding contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.
12. **Governing Laws and Jurisdiction.** This Understanding shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Understanding, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

**E. Program Description**

1. **Preliminary Multiple Subject Teaching Credential.** The Preliminary Multiple Subject Teaching Credential authorizes the holder to teach all subjects in a self-contained classroom, such as the classrooms in most elementary schools, in grades preschool, K-12, or in classes organized primarily for adults. This credential also includes EL authorization. Coursework focuses on strategies of inclusion, issues of equity, social justice, and cultural competence.
2. **Preliminary Mild/Moderate Education Specialist Instruction Credential.** The Preliminary Mild/Moderate Education Specialist Instruction Credential authorizes service in grades K-12 and in classes organized primarily for adults through age 22. The credential also includes autism and EL authorizations. The curriculum is based on a constructivist framework that is responsive to multiple sources of diversity in the education of children.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Understanding to be effective as of the day specified below.

 _____	Elizabeth Chamberlain	Dean	02/28/2019
College Representative Signature	Printed Name	Title	Date
_____	Ayindé Rudolph	Superintendent	03/07/2019
District Representative Signature	Printed Name	Title	Date

MEMORANDUM OF AGREEMENT  
BETWEEN

Pacific Oaks College

AND

Mountain View Whisman School District

This Memorandum of Agreement (the "Agreement") is entered into by and between Pacific Oaks College, a non-profit institution of higher education located at 55 Eureka Street, Pasadena, California (the "College"), and Mountain View Whisman School District located at 1400 Montecito Avenue, Mountain View, CA 94043.

I. RECITALS

WHEREAS, the College is a California non-profit institution of higher education offering to its students degree programs in education; and

WHEREAS, directed teaching experience is a required and integral component of the College's education curriculum; and

WHEREAS, the College desires the cooperation of School District in the development and implementation of the directed teaching experience phase of its Education curriculum;

WHEREAS, the School District recognizes its professional opportunity and responsibility to participate in the training of Education students; and

WHEREAS, the School District wishes to join the College in the development and implementation of a directed teaching training program at School District for College's Education students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the School District enter into this Agreement on the terms and conditions set forth below.

II. The College and the School District mutually agree:

1. To collaborate to establish the educational objectives for the directed teaching program, devise methods for their implementation, and continually evaluate to determine the effectiveness of the directed teaching program.
2. The College agrees to select and assign students to School District for purposes of directed teaching. Any assignment of a Student Teaching Student to the School District shall be at the discretion of the College. However, School District reserves the right to interview any student selected by the College prior to accepting that student for training in the directed teaching program. Subject to the foregoing, students selected for assignment shall be assigned to School District for a period of time mutually determined in advance by the parties, which may be altered by 30 days written notice, with consideration given to the clinical staff and space availability.

3. The School District may, for good cause, refuse to accept or terminate a Directed Teaching Student assigned for placement at the School District.
4. For purposes of this Agreement, Student Teaching means active participation by a Student Teaching Student in the duties and function of classroom teaching under the direct supervision and instruction of employees of the School District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing the employees to serve as classroom teachers in the schools/classrooms in which the directed teaching program is provided.
5. Student Teaching Students shall be students enrolled in College's teaching credential program who have completed the prerequisite coursework and are eligible for directed teaching placement with the School District.
6. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.
7. Student Teaching Students will be bound by all applicable Federal, State, and local laws and ordinances concerning the student privacy and the confidentiality of student records.

III. The College agrees:

1. To designate a liaison or coordinator, hereinafter referred to as "Credential Analyst" to administer the College's responsibilities related to the program. At minimum, the College's Fieldwork Supervisor will visit each Student Teaching Student's school site to observe the Student Teacher and provide support to the Student Teacher and Master Teacher as necessary.
2. To assume responsibility for assuring the directed teaching program's compliance with the educational standards established by the California State Board of Education or any other relevant authority.
3. To provide prerequisite coursework, academic instruction and support for Student Teacher enrolled in the program.
4. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Credential Analyst, Fieldwork Supervisor, the School District's Supervising Principal and the School Site Mentor assigned by the School District on items pertinent to teacher education and supervision.
5. To direct the assigned Student Teacher to comply with the existing pertinent rules and regulations of the School District and all reasonable directions given by qualified School District personnel.
6. To supply the Credential Analyst at the School District with the appropriate forms to be used in evaluating the performance of the assigned Student Teacher.

7. To require the Student Teacher to provide, prior to the commencement of the Student Teaching assignment, such confidential on-boarding information as may be required by the School District or deemed necessary for the training and guidance of the Student Teacher.
8. To issue a stipend of \$100.00 per Student Teaching unit per semester to each Student Teacher's Master Teacher after completion of the close of the College's semester. The number of directed teaching units per semester will be determined by the College. In the event that an Student Teacher's placement is terminated, the Master Teacher shall receive payment from the College as though there had been no termination, except that if the Student Teacher is terminated before one half of the semester is completed, the Master Teacher shall be paid only one half of the stipend.

IV. The School District agrees:

1. To designate a Credential Analyst who will be responsible for organizing and coordinating the planning and implementation of the intern teaching program, and administering School District's responsibilities under this Agreement.
2. To provide student teaching experience for College's Student Teaching Students.
3. To provide the physical facilities and equipment necessary to conduct the directed teaching program.
4. To designate a Master Teacher, mutually agreed upon by the School District and the College, to supervise the practical aspect of the Student Teacher's participation in the directed teaching program and provide support to the Student Teacher as necessary. The Master Teacher must be a professional who is validly credentialed by the California Commission on Teacher Credentialing, other than emergency or provisional credential, and authorized to serve as a classroom teacher in a school or classroom where directed teaching placement is provided.
5. To advise the College of any changes in personnel, operation or policies that may affect the directed teaching program.
6. To inform the Student Teacher of the School District's requirements (i.e., health status, criminal background) for acceptance into the School District's directed teaching program.
7. To provide the assigned Student Teacher with a copy of the School District's existing pertinent rules and regulations with which the Student Teacher is expected to comply.
8. To advise the College of any serious deficiency noted in the ability of an assigned Student Teacher to progress toward achievement of the stated objectives of the student teaching program. It will then be the mutual responsibilities of the assigned Student Teacher, the Master Teacher, and the College's Credential Analyst to devise a plan by which the Student Teacher may be assisted to achieve the stated objectives.



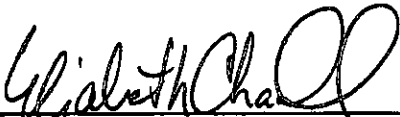
## V. GENERAL TERMS AND CONDITIONS

1. The Agreement between the College and the School District shall be the governing legal document between the parties.
2. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation.
3. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
4. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The School District's general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The College's professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
5. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the School District. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.
6. **Worker's Compensation Insurance.** It is understood and agreed that College's students are not to be considered employees of the College and therefore students are not eligible for workers compensation insurance and the College does not maintain workers compensation insurance for student coverage. Rather, student interns are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program. Student interns, in consideration of this service are paying for service under their tuition arrangements with the Institution.
7. **Term.** This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This Agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.

8. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed.
9. **Termination.** The expectation of all parties is that the Student Teacher will complete the term of this agreement. Termination of this agreement with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or volunteer policies of the School District. Any party may terminate this agreement without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this agreement on the part of the College or School District is separate from termination of the Student Teacher's, Master Teacher's, or either Credential Analyst's employment. It is assumed that if there is an early termination of this agreement on the part of the Student Teacher, the School District or Master Teacher, that such a decision must include consultation with the qualifying degree program.
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55 Eureka Avenue  
Pasadena, CA 91103  
Tel: 626.529.8420  
Email: credentials@pacificoaks.edu
- For School: Mountain View Whisman School District  
Attn: Noemi Herrera  
~~1400 Montecito Avenue~~ 1400 Montecito Ave  
Mountain View, CA 94043  
Email: nherrera@mvwsd.org
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13. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
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15. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Understanding to be effective as of the day specified below.

 College Representative Signature	<u>Elizabeth Chamberlain</u> Printed Name	<u>Dean</u> Title	<u>02/28/2019</u> Date
 District Representative Signature	<u>Ayindé Rudolph</u> Printed Name	<u>Superintendent</u> Title	<u>03/07/2019</u> Date