

# **MEMORANDUM OF UNDERSTANDING BETWEEN LA SIERRA UNIVERSITY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**Brief Description of Contract:** This placement agreement between La Sierra University and DJUSD is to provide student teaching experience to students enrolled in an educational credential program.

**LA SIERRA UNIVERSITY**  
4500 Riverwalk Parkway, Riverside, CA 92515  
**INTERN TEACHING**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between **Davis Joint Unified District** (Hereinafter called “Employing District”) and LA SIERRA UNIVERSITY (hereinafter called the “University”).

**RECITALS**

- A. The purpose of this Memorandum of Understanding is to provide to the students of the University educational clinical practice experience.
- B. The University has established programs in intern teaching.
- C. The programs require locations where the students can obtain clinical practice experience.
- D. Remuneration is to be provided by the District, to the intern teachers for service provided by the intern teachers participating in these programs.

**TERMS**

In consideration of the mutual promises and conditions in this Memorandum of Understanding and for good and valuable consideration, the University and the Employing District agree as follows:

**1.0 Obligations of the Employing District.**

- 1.1 The Employing District shall provide to the intern teacher of the University educational clinical practice experience in schools, classes or other appropriate sites of the Employing District, under the direct or indirect supervision of certified employees of the Employing District.
- 1.2 The Employing District’s Supervisor shall be the school site’s principal or assistant principal, unless designated otherwise.
- 1.3 The Employing District will designate appropriate personnel to coordinate the intern teacher’s clinical practice experience. This will involve working with University faculty and staff to assign interns to the appropriate sites as required by the particular program.
- 1.4 Prior to an intern teacher assuming daily teaching responsibilities, the Employing District shall assign a mentor to the intern teacher and provide sufficient resources, including identification of protected time for the Employing District’s mentor to work with the intern teacher during or after the school day to include defined expectations for the type and frequency of mentor and support. The qualifications of the mentor shall include a valid California teaching credential, three years of teaching experience, and English learner (EL) authorization (unless another mentor/support provider has been designated for only English learner mentoring and support. (See 3.0 Preparation to Teach English Learners).

- 1.5 The Employing District's mentor shall collaborate with the University Supervisor and meet regularly with the intern teacher to ensure adherence to the California Teaching Performance Expectations (TPE) and other such standards applicable to the specific regular standard teaching credential that the intern teacher is seeking.
- 1.6 The Employing District's mentor shall collaborate with the University Supervisor to provide a yearly minimum of 144 hours of mentoring and support to each intern teacher per school year including coaching, modeling, demonstrating within the classroom, assistance with course planning, and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum mentoring and support provided to the intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of mentoring and support shall be provided to an intern teacher every five instructional days.
- 1.7 The Employing District shall include the intern teacher in appropriate Employing District support programs and regularly scheduled staff development activities.
- 1.8 The Employing District recognizes that the intern teacher is an employee of the Employing District subject to all the rights and obligations associated with such employment, including normal teacher evaluation policies and practices. The intern assumes all responsibility as teacher of record. For *employment* purposes, the Employing District shall be the sole evaluator of the intern teacher, including the evaluation process, instrument, and content. The University stipulates that the intern's services meet the instructional needs of the Employing District.
- 1.9 The Employing District shall collaborate with the University to develop a Professional Development Plan (PDP), which will include the following: provisions for an annual evaluation of the intern teacher.
- 1.10 The Employing District, in cooperation with the University Supervisor, agrees to document and monitor processes to ensure that the intern teacher receives the California Commission on Teacher Credentialing (CTC) required yearly minimum of 144 hours of mentoring and support.
- 1.11 The Employing District will recommend to the University the withdrawal of an intern teacher if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation at the Employing District, or (2) the behavior of the intern teacher fails to conform to the applicable regulations of the Employing District. The Employing District will assist the University, if necessary, in implementing this recommendation.
- 1.12 The Employing District reserves the right, exercisable in its discretion after consultation with the University, to exclude any intern teacher from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, considering the proper administration of said Employing District.
- 1.13 The Employing District shall provide emergency care in case of illness or accident to any participating intern teacher.
- 1.14 No intern's salary may be reduced by more than 1/8<sup>th</sup> of the Employing District's total pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to regularly certificated persons.

- 1.15 The University and the Employing District certify that interns do not displace certificated employees. The Employing District must provide a statement to the University about the lack of availability of qualified certificated persons holding the credential.
- 1.16 The Employing District Supervisor for each intern shall ensure that the curriculum and objectives outlined in the University Credential Handbook are met by each intern teacher. Additionally, each Employing District Supervisor shall comply with all duties and responsibilities assigned them under the University Credential Handbook.
- 1.17 The District agrees that the intern teachers provided under this memorandum of understanding are entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit, based upon the employment classification of each intern. Additionally, the District is responsible for providing, at its own expense, any other insurance, training, permits, and licenses for the intern teaching candidates, as required by State law or District policies.

## 2.0 Obligations of the University.

- 2.1 For all intern teachers the University shall provide University Supervisors who shall have met clearly defined qualifications to include: a) current knowledge in the content being taught, b) understanding of the context of schooling, c) ability to model best professional practices in teaching and learning, scholarship, and service, d) knowledge about diverse abilities, culture, language, ethnicity, and gender, and e) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- 2.2 University Supervisors shall visit intern teachers in the intern environment for the number of times necessary to ensure that interns receive the CTC required yearly minimum of 144 hours of mentoring, supervision, and support when combined with the mentoring provided by the Employing District cooperating/mentor teacher.
- 2.3 The University Supervisor in collaboration with the Employing District's mentor agree to collaborate and adhere to the distribution of mentoring roles and responsibilities related to weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and instructional methodologies.
- 2.4 The University shall provide orientation and training for the Employing District mentor.
- 2.5 The University shall provide and maintain the records and reports necessary for conducting the intern teacher's clinical practice hours.
- 2.6 The University shall withdraw a student from the internship, if, after consultation with Employing District personnel, the University determines such action to be warranted.
- 2.7 The University will be responsible for providing a University Supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of the students of the University engaged in the clinical practice experience. The person(s) will participate cooperatively with those individuals in the Employing District responsible mentoring and supervision.

- 2.8 The University will provide the Employing District mentor with a Credential Handbook that explains the clinical practice hour requirements. The handbook will include a description of the intern program, the curriculum and objectives to be achieved, and the responsibilities of the Employing District mentors at the Employing District and/or school site.
- 2.9 The University shall ensure that the credential candidates receive a Certificate of Clearance in accordance with California Education Code § 44320(b).
- 2.10 The University shall ensure that the credential candidates obtain an examination, within the past (2) two years determining that they are free of active tuberculosis in accordance with California Education Code § 49406.

### 3.0 Preparation to Teach English Learners.

- 3.1 The Employing District shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified ELL mentor/support provider/coach may be the same general mentor assigned to the intern teacher, provided the individual has at least three years teaching experience and possesses an English learner authorization and will be immediately available to assist the intern teacher.
- 3.2 The Employing District agrees to cooperate with the University to manage documentation and monitoring for the additional yearly 45 ELL-focused support and supervision hours to intern teachers who have not yet received a passing score on the California Teaching of English Learners (CTEL) or otherwise earned the English learner authorization.
- 3.3 A candidate who passes the CTET examination prior to or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of mentoring and supervision specific to the needs of the English learners.
- 3.4 The Employing District and the University shall collaboratively provide the additional yearly 45 hours of mentoring, supervision, and support to intern teachers who enter the program *without* a valid English learner authorization listed on a previously issued Multiple Subject or Single Subject credential, or *without* possession of a valid English learner or Cross-cultural Language and Academic Development (CLAD) authorization.
- 3.5 The Employing District and the University shall provide 45 hours of mentoring and supervision per school year, including in-class coaching specific to the needs of English learners. The minimum mentoring, supervision, and support provided to the intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English Learners.

### 4.0 Intern Teaching Clinical Practice Provisions.

Where the Employing District agrees to provide to the intern teachers of the University clinical practice experience, the following additional provisions will apply:

- 4.1 Intern teachers are defined as persons who are working towards the completion of a credential preparation program and who have met prescribed training prerequisites for field placement and have been employed as teachers by the Employing District. Such intern teachers will have met all requirements of the Teacher Education Program prerequisites to intern/student teaching, and will have been issued a Certificate of Clearance from the State of California.
  - 4.2 The Employing District agrees to place intern teachers from the University in the Employing District schools under guidelines specified by the California Commission on Teacher Credentialing and incorporated into the Teacher Education Program of the University.
  - 4.3 Arrangements for intern teaching placement will be made by the University's Director of Student Teaching in collaboration with the person designated by the Employing District, according to District policy.
  - 4.4 Regular supervision of intern teachers by the faculty of the University will be provided during this internship.
  - 4.5 The Employing District's mentor will be issued a La Sierra University Supervisor Handbook, specifying the requirements and regulations of the intern program.
  - 4.6 The Employing District's mentor will hold a California Clear Professional Credential and will have had a minimum of three years of successful teaching experience, and at least one year in the current teaching assignment.
  - 4.7 The Employing District's English learner mentor/support provider will hold a California recognized English learner credential authorization.
  - 4.8 The Employing District's mentor will be viewed by the District and the University as a good professional role model for intern teachers, be committed to the teaching profession, and provide the guidance, supervision, and evaluation of intern teachers as specified in the Credential Handbook.
- 5.0 Financial Provision.
- 5.1 Intern teachers are individually responsible for their own insurance, subject to any insurance benefits provided through their employment with the District. The University is not the employer of the intern teacher, and as such will not be providing any salary or other employment benefits to the intern teachers, including, but not limited to, salary, insurance, sick leave, or worker's compensation benefits, as may be required under California law.
  - 5.2 Intern teachers shall be considered as employees of the District and shall be treated as employees, for determination of applicable benefits under District policies as outlined in paragraph 1.17 above.
- 6.0 Term.
- 6.1 The Memorandum of Understanding shall be for a term beginning on **January 18, 2018** and ending, without further notice, on the date that it is terminated by either party pursuant to the provisions of paragraph 7.1.

7.0 Termination.

- 7.1 Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party except if the University terminates this Memorandum of Understanding based on lack of funding, the thirty (30) days notice requirement shall not apply. The notice required under this clause shall be sent by registered mail.

8.0 Non-Assignment and Subcontracting.

- 8.1 The Employing District shall not assign, transfer, or contract for the furnishing of services to be performed under this Memorandum of Understanding without the written approval of the University.

9.0 Hold Harmless.

- 9.1 The University hereby agrees to indemnify, defend, and hold harmless, the District and its departments, agents, officers, and employees from any and all claims or sums which the District or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses, and attorney fees in the event of litigation; that the District may incur as a result of any act, or negligence of the University, its agents, officers, employees, or credential candidates, in connection with, or arising out of the activity which is the subject of this memorandum of understanding.
- 9.2 The District hereby agrees to indemnify, defend, and hold harmless, the University and its departments, agents, officers, employees, and credential candidates from any and all claims or sums which the University, or any of its departments, agents, officers, employees, or credential candidates may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses, and attorney fees in the event of litigation; that the University may incur as a result of any act, or negligence of the District, its agents, officers, employees, or servants, in connection with, or arising out of the activity which is the subject of this memorandum of understanding.

10.0 Entire Memorandum of Understanding; Alteration Disclaimer.

- 10.1 This Memorandum of Understanding constitutes the entire understanding between the parties with respect to the subject matter hereof.
- 10.2 No alteration or variation of the terms of this Memorandum of Understanding shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of the Memorandum of Understanding not incorporated herein shall be binding on any of the parties hereto.

11.0 Governing Law.

- 11.1 This Memorandum of Understanding shall be governed by and construed under the laws of the State of California, which shall be the forum of any lawsuit arising from or incident to this Memorandum of Understanding.

12.0 Liability Insurance.

12.1 Each party agrees to maintain a policy of insurance in the minimum amount of \$1,000,000.00 to cover any negligent acts or omissions committed by that party, or the party's employees or agents during the performance of any duties under this memorandum of understanding. Each party further agrees to indemnify and hold the other party free and harmless from any and all claims arising from any such negligent act or omission.

13.0 Severability.

13.1 In the event that one or more clauses of this Memorandum of Understanding are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Memorandum of Understanding.

14.0 Waiver.

14.1 The failure of either party to exercise any of its rights under this Memorandum of Understanding for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Memorandum of Understanding shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Memorandum of Understanding unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding on this date:

By: \_\_\_\_\_  
For: **Davis Joint Unified District: Chief Business & Operations Officer/Bruce Colby**      Date

By: \_\_\_\_\_  
For: La Sierra University, Department Chair or Program Coordinator      Date

By: \_\_\_\_\_  
For: La Sierra University, Dean, School of Education      Date