

LA SIERRA UNIVERSITY
4500 Riverwalk Parkway, Riverside, CA 92515
EDUCATIONAL CLINICAL PRACTICE EXPERIENCES
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between [REDACTED] **School District** (*hereinafter called "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 in the areas of: teaching, and/or administration and/or pupil services (special education, counseling and school psychology); and
- B. The University has established programs in student teaching, pupil services, and administration and leadership.
- C. The programs require locations where the students can obtain educational clinical practice experience required by the curriculum; and
- D. The District has the appropriate settings needed by the students of these programs as part of their practical learning experience.
- E. Such clinical practice experience is provided by the University on an unpaid basis. No remuneration is provided by the District or University for service provided by the students 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 District agree as follows:

1.0 Obligations of the District.

- 1.1 The District shall provide to the credential candidates of the University clinical practice experience in schools, classes or other appropriate sites of the District, under the supervision of certified employees of the District.
- 1.2 The District will designate appropriate personnel to coordinate the credential candidate's clinical practice experience. This will involve working with University faculty and staff to assign credential candidates to the appropriate sites as required by the particular program.
- 1.3 The District will recommend to the University the withdrawal of a credential candidate if: (1) the achievement, progress, adjustment, or health of the credential candidate does not warrant continuation at the District, or (2) the behavior of the credential candidate fails to conform to the applicable regulations of the District. The District will assist the University, if necessary, in implementing this recommendation.

- 1.4 The District reserves the right, exercisable in its discretion after consultation with the University, to exclude any credential candidate from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said District.
- 1.5 The District shall provide emergency care in case of illness or accident to any participating credential candidate. However, the District shall have no financial obligation pursuant to section 6.1 below.
- 1.6 The District Supervisor for each credential candidate shall ensure that the curriculum and objectives outlined in the University Credential Handbook are met by each credential candidate. Additionally, each District Supervisor shall comply with all duties and responsibilities assigned them under the University Credential Handbook.
- 1.7 The District agrees to provide the number of hours required by the Curriculum and Instruction Department to each credential candidate seeking to satisfy their educational clinical practice experience. If for any reason the District cannot provide the required hours, it shall notify the University Supervisor of that fact as soon as reasonably possible to allow the University Supervisor to make additional or other arrangements for the credential candidate.
- 1.8 Drug-Free Workplace. District agrees to comply with the Drug Free Workplace Policy of La Sierra. School's signature affixed to this Agreement certifies that District shall require that the District's faculty, agents and student(s) shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of controlled substances while engaged in clinical education experiences at La Sierra or while this Agreement is in force.

1. Copy of Drug-Free Workplace Policy. District acknowledges receipt of a copy of the "Drug-Free Workplace Policy" (hereinafter "Policy") of the University concurrent with signing of this Agreement.

2. Compliance with Policy. District's signature affirms that District has read, understands, and agrees to abide by and to require its faculty, agents and student(s) to abide by the Policy as a condition of this Agreement.

3. Criminal Drug Violation Notice. District's signature affirms the understanding and agreement that any conviction of student(s) or any agent(s) of School of a criminal drug statute for a violation occurring on the premises of University must be reported to the University office of Human Resources within five (5) days of any conviction and, in turn, the Director of Human Resources shall notify the appropriate Federal agency(ies) within ten (10) days after learning of the conviction. By such signature, District also agrees to require District's faculty, agents and student(s) to abide by the five (5) day notice requirement and to notify District's faculty, agents and student(s) of the requirement of University to notify the appropriate Federal agency(ies) within ten (10) days after learning of any such conviction.

2.0 Obligations of the University.

- 2.1 The University will provide and maintain the records and reports necessary for conducting the credential candidate's educational clinical practice experience.
- 2.2 The University will withdraw a credential candidate from the educational clinical practice program

with the District if, after consultation with District personnel, the University determines such action to be warranted.

- 2.3 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 credential candidates of the University engaged in the educational clinical practice experience. The person(s) will participate cooperatively with those individuals in the District responsible for placement and direct supervision.
- 2.4 The University will provide the District supervisors with the Credential Handbook about the required clinical experience. The guide will include a description of the clinical experience program, the curriculum and objectives to be achieved, and the responsibilities of the District supervisors at the district and/or school site.
- 2.5 The University shall ensure that the credential candidates receive a Certificate of Clearance in accordance with California Education Code § 44320(b).
- 2.6 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 Reservation of Rights; Placement.

- 3.1 The University and the District each reserve the right to withhold the placement of credential candidates depending upon the availability of locations and personnel to adequately provide a satisfactory educational clinical practice experience.

4.0 Clinical Practice Provisions.

Where the District agrees to provide to the credential candidates of the University educational clinical practice experience in the area of clinical practice experience, the following additional provisions will apply:

- 4.1 Candidates are defined as persons who are working towards the completion of a credential preparation program and who have met prescribed training prerequisites for clinical practice placement. Such credential candidates will have met all requirements of the Teacher Education Program prerequisites, and will have been issued a Certificate of Clearance from the State of California.
- 4.2 The District agrees to place candidates from the University in the District schools under guidelines specified by the California Commission on Teacher Credentialing and incorporated into the Teacher Education Program of the University.
- 4.3 Participating Mentor Teachers of the District will receive a stipend to be paid directly to the Mentor Teacher by the University after submission of the University stipend form to the School of Education.
- 4.4 Arrangements for clinical practice experience placements will be made by the University's Director of Student Teaching with the person designated by the District, according to District policy.

- 4.5 Regular supervision of credential candidates by the faculty of the University will be provided during this educational clinical practice experience.
- 4.6 The District's Mentor Teachers will be issued the University Credential Handbook, specifying the requirements and regulations of the clinical practice program.
- 4.7 The District's Mentor Teachers 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.
- 4.8 The District's Mentor Teachers will be viewed by their District and by the University as good professional role models for credential candidates, be committed to the teaching profession, and provide the guidance, supervision and evaluation of candidates as specified in the Credential Handbook.

5.0 Labor Disputes.

- 5.1 The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all clinical experiences will be educationally valid, and to avoid placing its credential candidates in situations in which there is a risk of physical injury.
- 5.2 In the event of a labor dispute in the District, University credential candidates involved in an educational clinical practice program shall report to the University until the University's Director of Student Teaching has assessed the situation.
- 5.3 During a labor dispute at a District clinical practice experience site, the University faculty members who supervise credential candidates will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for clinical practice activity.
- 5.4 During a labor dispute, if the situation is educationally valid and physically safe and the District Supervisor is present in his/her regular position, the University's Director of Student Teaching will allow the credential candidates the option of continuing the clinical practice at that site or of terminating the assignment.

6.0 Financial Provision.

- 6.1 Credential candidates of the University are individually responsible for medical insurance. The University does not provide worker's compensation for the performance of its credential candidates under this Memorandum of Understanding.
- 6.2 It is mutually agreed upon that no monetary provisions to/from the District or to/from the University will be made for services rendered by the credential candidates of the University.
- 6.3 University agrees that all credential candidates/students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to State Unemployment Compensation. However, District shall provide worker's compensation for the performance of credential candidates under this Memorandum of Understanding pursuant to California Labor Code 3363.5.

7.0 Term.

7.1 The Memorandum of Understanding shall be for a term beginning on [REDACTED] and ending, without further notice, on the date that it is terminated by either party pursuant to the provisions of paragraph 8.1.

8.0 Termination.

8.1 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.

9.0 Non-Assignment and Subcontracting.

9.1 The 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.

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 FERPA Compliance

12.1 The Family Educational Rights and Privacy Act (FERPA), 20 U.S. C. 1232g, is a Federal privacy law administered by the Family Policy Compliance Office (FPCO or Office) in the U.S. Department of Education (Department or we). FERPA and its implementing regulations in 34 CFR part 99 protect the privacy of students' education records and afford parents and eligible students (i.e., students who are 18 years of age or older or attend an institution of postsecondary education) certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personally identifiable information from education records (PII from education records).

13.0 Non-Discrimination

13.1 The District and the University agree that neither will discriminate unlawfully against a beneficiary of services in the performance of this Agreement on the basis of gender, race, color, national origin, creed, religion, veteran's status or disability. The District understands that the University is a religious nonprofit corporation operated as an entity of the Seventh-day Adventist Church and holds various rights and exemptions as a religion organization under federal and state laws and the Religion Clauses of the federal and California Constitutions. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment and compliance with both universities' policies regarding Title IX.

14.0 Title IX

14.1 Title IX protects individuals from discrimination based on sex including sexual harassment. La Sierra University fosters a learning and working environment that is built on respect and free of sexual harassment. This commitment is set forth in the document "Sexual Misconduct Policy", <https://lasierra.edu/fileadmin/documents/sexual-misconduct/title-IX-policy.pdf>. Educational Coordinators are required to review this document before interacting with La Sierra University students and agree to comply with this document and to provide this document to any employee may reasonably be expected to interact with a La Sierra University student.

15.0 Severability.

15.1 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.

16.0 Insurance.

16.1 The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

1. Professional Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
2. General Liability coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
3. Workers' Compensation coverage covering La Sierra full liability as required under state law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this section shall not in any way limit the liability of the University. The University, upon the execution of this Agreement, shall furnish District with certificates evidencing compliance with these insurance requirements upon request. Certificates shall further provide for thirty (30) days advance written notice to District of any cancellation of the above coverage.

17.0 Indemnification.

17.1 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

17.2 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.

18.0 Non-Exclusive Relationship.

18.1 Each party may perform services for, and contract with as many additional parties, persons, or companies, regarding the subject matter of this memorandum of understanding, as each party in its sole discretion, sees fit.

19.0 Waiver.

19.1 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: **District: Representative, Representative's Title** Date

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

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