



School of Behavioral and Applied Sciences

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, effective as of December 15, 2023 (the “Effective Date”), entered into by and between **Azusa Pacific University**, a California non-profit religious corporation, hereinafter called the **UNIVERSITY**, and **Redlands Unified School District**, hereinafter called the **DISTRICT**:

WITNESSETH

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:

TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on the Effective Date, and extend until terminating on **June 30, 2028**.
2. **Scope of Work.**
 - a. “Fieldwork” as used herein and elsewhere in this agreement means active participation in the duties and functions of teaching adapted physical education under the direct supervision and instruction of employees of the District (a) holding valid credentials and authorizations issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as adapted physical education teachers in the schools or classes in which the fieldwork is provided and (b) having completed a minimum of three years of successful teaching experience.

- b. The District shall provide teaching experience through fieldwork in schools and classes of the district for candidates who are assigned by the University to fieldwork in schools or classes of the District. Such fieldwork 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.
- c. The District may, for good cause, refuse to accept for fieldwork any candidate of the University assigned to fieldwork 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 fieldwork in the District.
- d. The University will ensure candidates who participate in fieldwork hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) passing the CBEST exam, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the fieldwork assignment, (f) passing applicable Teaching Performance Assessments, and (g) passing core coursework in the adapted physical education added authorization program.
- e. Statement regarding Fingerprint Clearance: That in accordance with PC 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the District. Subsequent arrest records received by the District will be cause for a District review of continued student suitability. The District will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.
- f. An assignment of a candidate of the University to fieldwork in schools or classes of the District shall be, at the discretion of the University for a minimum of 35 hours for the first University term of fieldwork, and a minimum of 35 hours for the second University term of fieldwork. Fifty (50) percent of fieldwork hours shall be completed at preschool and elementary school sites, and fifty percent of fieldwork shall be completed at secondary (i.e., middle and high) school sites.

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

4. 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.

5. **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.

6. **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.

7. **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.

8. Indemnification.

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

9. 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.

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

11. 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.

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The following signatures hereby indicate approval of this agreement:

Azusa Pacific University		Redlands Unified School District	
By:		By:	 Lisa Bruich
Name:	Marjorie Graham-Howard	Name:	Lisa Bruich
Title:	Interim Dean School of Behavioral and Applied Sciences	Title:	Director III, Human Resources
Date:		Date:	11/13/2023
Address:	Azusa Pacific University 901 E. Alostia Avenue, P.O. Box 7000 Azusa, CA 91702	Address:	20 W. Lugonia Avenue Redlands, CA 92374