

POINT LOMA NAZARENE UNIVERSITY
INLAND EMPIRE REGIONAL CENTER

Memorandum of Understanding

**TEACHER EDUCATION PROGRAM
STUDENT TEACHER PLACEMENT AGREEMENT**

This Memorandum of Understanding (MOU) is entered into this 5th day of February, 2013, by and between Point Loma Nazarene University, referred to here as the University, and the Santa Barbara Unified School District, referred to here as the District;

Terms

The effective dates for this Memorandum of Understanding are February 5, 2013 through August 31, 2016. If modifications are necessary within the duration of this MOU, they will be added to this memorandum in writing by mutual agreement of all parties involved.

Purpose

According to Section 44320(b) of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the California Commission on Teacher Credentialing as a teacher education institution, to provide teaching experience through student teaching to students enrolled in a teacher training curricula of such institutions.

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. The district and the University will form a partnership in providing coordination services as part of the student teaching program, serving Multiple Subject, Single Subject, and Education Specialist both Mild-Moderate and Moderate-Severe.

Responsibilities

The District

- A. The District shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students assigned by the UNIVERSITY to student teaching in 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.

- B. The District may, for good cause, refuse to accept for student teaching any student 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 student of the UNIVERSITY to student teach in the District.
- C. "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 holding valid diplomas or credentials issued by the State, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
- D. Applies ONLY to traditional student teachers who are NOT employed by the district.

The University

- A. Provide compensation to the supervising teacher for the performance of the supervising teacher for all services required to be performed by the supervising teacher.
- B. The number of semester units of student teaching to be provided for each student of the University assigned to student teaching under this agreement shall be determined by the UNIVERSITY.
- C. The assignment of a student of the UNIVERSITY to student teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date mutually agreed upon by the duly authorized representatives of the UNIVERSITY and the District. The student entering a student teaching assignment will have a letter verifying approval by the UNIVERSITY.

Insurance

The University shall provide and maintain in full force and effect, at its sole expense the following minimum insurance coverage or comparable programs of self-insurance:

- A. Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001)
 - 1. Coverage: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this agreement, or the general agreement limit shall be twice the required occurrence limit.

B. Errors and Omissions Liability Insurance

1. Coverage: \$1,000,000 per occurrence

C. The university shall provide the District with at least thirty (30) days written notice before cancellation, or any reduction or material change in coverage. The University shall provide the District a certificate of insurance.

The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage:

A. Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001)

1. Coverage: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit.

B. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

I. Coverage: Statutory limits.

C. Errors and Omissions Liability Insurance

I. Coverage: \$1,000,000 per occurrence

D. The district shall provide the University with at least thirty (30) days written notice before cancellation, or any reduction or material change in coverage. The District shall provide the University with a certificate of insurance at the University's request.

E. The DISTRICT does not furnish workers' compensation insurance for students participating in this program. It is understood that student teachers are not employees of the DISTRICT. UNIVERSITY, at its discretion, may maintain at its sole expense workers' compensation and employers liability for students who are participating in this program.

Assignment

Neither the University nor the District may assign or transfer any interest in this Agreement or use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.

Mutual Indemnification

- A. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT and its agents, officers, and employees from and against all loss or expense (including costs and attorneys fees), resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this agreement and due or claimed to be due to the negligence of the UNIVERSITY, its officers, employees, or student teachers incurred in the performance of this Agreement.
- B. The DISTRICT agrees to indemnify, hold harmless, defend and at the UNIVERSITY's request, defend the University, its agencies, employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person on account of damages to property, including loss of use thereof, arising out of or in connection with this agreement, and due to or claimed to due to the negligence of the District, its agents, or employees.

Diversity Programs

The District and University agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any student teacher pursuant to this agreement on the basis of race, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristics protected by law.

Incident Reporting

Injuries and other unusual occurrences or losses shall be promptly reported by the party first learning of them to the other party under this Agreement. Both UNIVERSITY and District shall have the right to investigate all such incidents and shall have access to verbal and written reports. Student teachers are expected to report all injuries sustained on District property to the proper District/School official at the teaching site and to the UNIVERSITY, as directed by the latter.

- Within a reasonable time following the close of each term of the UNIVERSITY, the UNIVERSITY will send the District a list of supervising teachers and the amount paid.

Termination

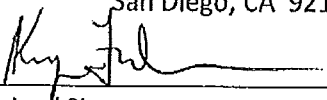
*Memorandum of Understand between Point Loma Nazarene University and
Santa Barbara Unified School District*

This agreement may be terminated upon the mutual agreement of both parties and requires a written notice from the party initiating the termination. The termination notice and the provisions of this agreement may be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year first herein before written.

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

 Date 2-8-13
Authorized Signature

PLNU Contact:

Name: Connie Fish, Ed.D.
Title: Director, Inland Empire Regional Center
1255 Magnolia Ave., Suite 101
Corona, CA 92879
Email: ConstanceFish@pointloma.edu
Phone: 951-273-7568

For DISTRICT:

Name: Address:

Title:

Authorized Signature Date _____