

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE STUDENT TEACHING, ASSISTING & OBSERVATION
EXPERIENCES**

This Memorandum of Understanding and Agreement to Provide Student Teaching, Assisting and Observation Experiences ("Agreement"), is entered into this May 18, 2015, by and between the William Jessup University ("University") and Point Arena Joint Union High School ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the California Commission on Teacher Credentialing (CCTC) as a teacher education institution to provide teaching experience to students enrolled in the teacher preparation curricula of such institutions; and

WHEREAS, University is approved by the CCTC as a teacher education institution.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide a student teaching ("Teaching"), Assisting and/or Observation experiences in the schools or classes of District, based on mutual agreement by District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives. "Teaching" as used in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District. These employees will: a) hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District; b) be identified as a teacher excellence; c) have at least 5 years of teaching experience.

"Assisting" as used in this Agreement means active participation in specific and targeted functions of classroom teaching under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

"Observation" as used in this Agreement means observing multiple and specific grade levels, subjects and programs in the schools and/or classes of District under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

B. The assignment of candidates of the University for "Teaching," "Assisting" and/or "Observing" experiences is by mutual agreement of District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives.

The assignment of a candidate of the University for "Teaching" in the District shall be deemed effective for the purpose of this Agreement as of the date the Student Teaching Plan is reviewed, complete and signed by District and University employee, through their duly authorized representatives.

The assignment of a candidate of the University for "Assisting" in the District shall be deemed effective for the purposes of this Agreement as of the date an Assisting Letter is reviewed and signed by the District, through their duly authorized representatives.

The assignment of a student of the University for "Observing" in the District shall be deemed effective for the purposes of this Agreement as of the date an Observation Letter is reviewed signed by the District, through their duly authorized representatives.

C. District for good cause, may refuse to accept "Teaching", "Assisting", or "Observing" students from University. Additionally, District for good cause, may terminate any student's "Teaching", "Assisting", or "Observing" experience.

II. UNIVERSITY RESPONSIBILITIES

A. University "Teaching" candidates will have an assigned University Supervisor. This Supervisor will meet with District (principal(s) and Cooperating Master Teacher(s)) to review and clarify University's Field Experience Manual including number of observations, starting and ending dates, orientation to Teacher Performance Expectations and Teacher Performance Assessments, and honorarium process.

University "Teaching" candidates will teach in the District, based on mutual agreement by District and University, for a term as agreed to on the Student Teaching Plan. The candidate will be concurrently enrolled in University coursework, which supports their "Teaching" experience.

University "Assisting" candidates will assist in the District, based on mutual agreement by District, for a term as agreed to on the Assisting Letter. The candidate will be concurrently enrolled in University coursework, which supports their "Assisting" experience.

University students will "Observe" in the District, based on mutual agreement by District, for a term as agreed to on the Observation Letter. The student will be concurrently enrolled in University coursework, which supports their "Observing" experience.

B. University "Teaching" candidates will possess valid CCTC Certificates of Clearance (LiveScan/Fingerprinting) and have passed the California Basic Educational Skills Test (CBEST), passed all California Subject Examinations for Teachers (CSET) and have T.B. Clearance.

University "Assisting" students will possess valid CCTC Certificates of Clearance (LiveScan/Fingerprinting) and have passed the CBEST.

University "Observing" students will possess valid CCTC Certificates of Clearance (LiveScan/Fingerprinting).

III. HONORARIUM FOR COOPERATING MASTER TEACHERS (TEACHING) and Content Mentors

In support of a University candidate who is "Teaching", the University will pay the Cooperating Master Teacher and/or a Content Mentor an honorarium for the performance of all services required to be performed by District and University under this Agreement and listed in the Field Experience Manual for Student Teaching. The Cooperating Master Teacher must complete a W-9 and sign an Independent Service Agreement. The honorarium is for serving as full-time Cooperating Master Teacher is four hundred dollars (\$400.00) per student teacher supervision placement completed in a semester within District. The Content Mentor honorarium is three hundred dollars (\$300.00) to support up to four pre-service teachers in one semester. The honorarium is paid within 30 days of the completion of the student teaching supervision experience, providing University has completed W-9, Independent Service Agreement.

If University terminates the assignment of a student to teach in District, the Cooperating Master Teacher shall receive payment of an amount for such student as though there had been no termination of the assignment.

If the District terminates the assignment of a student to teach in District, the Cooperating Master Teacher shall receive a prorated amount based on the number of completed weeks of teaching.

IV. RELEASE

The District grants permission to the University to use the District name without payment in diverse public settings for presentations, publications and web-based/electronic media.

V. INDEMNITY

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University.

VI. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to this Agreement as additional insured;
 - Medical Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;
- Workers' Compensation coverage with statutory limits; and
 - Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

District and University, upon request of either party, shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VII. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VIII. GENERAL PROVISIONS

- A. Term of Agreement. The term of this Agreement shall commence on May 18, 2015 and shall terminate on May 18, 2020.
- B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.
- C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.
- D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Tim Gillespie
School of Education, Dean
William Jessup University
333 Sunset Blvd.
Rocklin, CA 95675

To District:

Dr. Cross, Superintendent
PO Box 87
45 Lake Street
Point Arena CA 95468

and

David Punt
Finance and Administration, CFO
William Jessup University
333 Sunset Blvd.
Rocklin, CA 95765

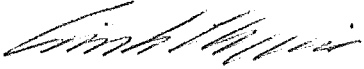
Dan Albrecht
Academic Director
Bay Area Campus
William Jessup University
1190 Saratoga Ave
San Jose, CA 95129

H. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the date written above

William Jessup University

District

By: 
Name

By: 
Name

School of Education, Dean
Title

superintendent
Title

March 19, 2015
Date

5/26/15
Date