MEMORANDUM OF AGREEMENT
BETWEEN

Pacific Oaks Education Corporation

AND

Jefferson School District

This Memorandum of Understanding (the "Agreement") is entered into by and between Pacific Oaks Education Corporation, d/b/a Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California 91103 (the "College"), and **Jefferson School District** located at **1219 Whispering Wind Dr., Tracy, CA 95377** (the "School District").

A. Agreement Term and Parameters

This Agreement shall be effective for a period of three (3) years (the "Initial Term") from the Effective Date. Thereafter, this Agreement will automatically renew for periods of one (1) year (each a "Renewal Term") on the Effective Date Anniversary.

All stipulations in this Agreement are contingent upon the Parties' (including College students') fulfilment of any rules and regulations established by the College, the School District, and the California Commission on Teacher Credentialing ("CTC") relative to its internship program[1] (collectively, the "Program").

B. Purpose

The purpose of this Agreement is to set forth the terms and conditions, as well as other operative conditions, which will govern the parties' relationship in forming a cooperative working relationship to provide an internship program for College's students enrolled in one more of College's programs approved by the CTC (the "College Intern Program").

C. Roles and Responsibilities

1. The School District agrees to:

a. Participate in College Intern Program evaluation including, without limitation, observations and evaluations of each student enrolled in the College Intern Program (each an "Intern") by providing at least five (5) hours of support to each Intern and attending mandatory meetings regarding the College Intern Program as set forth by the College.

b. Participate in a clearly defined selection of School District support providers (i.e. mentor teachers) to participate in the College Intern Program who have the following minimum qualifications:

[1] https://www.ctc.ca.gov/credentials/leaflets/university-internship-credentials-(cl-402a)

i. Valid corresponding Clear or Life Credentials from CTC
ii. At least three (3) years of successful teaching experience
iii. CTC English Learner Authorization ("ELA")

c. Provide sufficient resources to Interns, including the identification of protected time for School District-provided support/mentor to work with Interns within the school day with clearly defined expectations for the type and frequency of support/mentorship.

d. Clarify the Intern's terms of employment, including evaluation process of site support provider. The CTC requires districts to identify an individual who is immediately available to assist the Intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction. This individual may be the same mentor teacher, provided that they have ELA and are immediately available.

e. Ensure the quality of the internship experience by providing a professional development plan to the Intern.

f. Ensure that all School District and site administrative staff respect the confidentiality between the mentor teacher and the Intern. Intern activities will not have a relationship to district teacher evaluation.

g. Only hire Interns who meet the requirements necessary for obtaining an intern credential.

h. Assign the Intern to positions that are authorized to be performed by holders of a Clear credential in the specific credential area that the Intern is seeking credentialing in.

i. Provide the minimum hours of general and ELA support as required by the College Intern Program and CTC requirements.

j. Place each participating Intern with a fully credentialed mentor teacher, preferably at the same site as the Intern and with experience in the curricular area or grade level assigned to the Intern.

k. Ensure that mentor teachers complete the mentor teacher ten (10)-hour training as required by the CTC.

l. Upon request of the School District for good cause, the School District shall notify the College of termination or change of assignment of any Intern in the College Intern Program.

2. College agrees to:

a. Designate a member of the faculty in teacher education to provide leadership for the College Intern Program. The College will assume the cost of a faculty member to provide leadership of the College Intern Program and work with the School District.

b. Ensure that Intern candidates meet the requirements necessary to acquire an intern credential, including the following:
   i. Bachelor's degree from an accredited school of higher education
   ii. Certificate of Clearance or other valid CTC-issued permit
   iii. Basic Skills Requirement as set forth by the CTC
   iv. Negative TB test results
   v. Cumulative minimum GPA of 3.0
   vi. Subject Matter Proficiency as set forth by the CTC
   vii. Complete a course (two semester units or three quarter units) in the provisions and principles of the U.S. Constitution or pass an examination given by a regionally-accredited college or university
   viii. One-hundred and twenty (120) pre-service hours as set forth by the CTC

c. Recommend only Intern eligible candidates meeting the above requirements to the CTC for the intern credential.

d. Enhance the Intern candidate's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.

e. Assign a fieldwork supervisor who will provide support and assistance to the Intern through regularly scheduled classroom visits.

f. Provide the minimum hours of general and EL support as provided by the College Intern Program and CTC requirements

g. Ensure the quality of the internship experience by providing ongoing support and supervision throughout the entirety of the internship credential.

h. Notify the School District in the event that an Intern is not maintaining enrollment and/or responsibilities in the courses to complete the College Intern Program, and of any intention to revoke the Intern's credentials.

D. General Terms and Conditions

1. **Intern Employment Status.** The parties agree that Interns shall be considered School District employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.

2. **Non-Discrimination**. In the process of carrying out their respective duties under this Agreement, both parties shall comply with all applicable federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, creed, national origin, citizenship, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation, or gender identity.

3. **Indemnification**. Each party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other and its respective agents, affiliates, subsidiaries, officers, officials, employees, and students (collectively, the "Indemnified Party") from and against all claims, legal demands, damages, losses, liabilities, injuries, and expenses (including but not limited to reasonable attorney fees and court costs) arising from any breach of this Agreement by the Indemnifying Party through any combination of its own negligent or willful acts or omissions of the Indemnifying Party or those of, its agents, affiliates, subsidiaries, employees, officers, officials, or students. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification and the provisions of this section shall survive the termination of this Agreement.

4. **Insurance**. Without limiting the indemnification obligations stated above, each party shall provide and maintain and/or cause its respective agents, affiliates, subsidiaries, officers, officials, employees, and students to provide and maintain at their own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, commercial general liability and professional liability coverage. The School District's commercial general liability insurance shall have minimum coverage of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate. The College's professional liability insurance shall carry a single limit of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

   In addition to the foregoing coverage, the School District shall maintain workers' compensation insurance in such amounts as mandated under state law. For the purposes of this Agreement, School District acknowledges that each Intern shall be a paid employee of the School District and thus covered under the School District's insurance policies, including Workers' Compensation, to the extent available to other School District faculty and staff. No Intern shall be considered an employee or agent of College while performing services for the School District.

   Upon request, the parties agree to furnish one another with appropriate certificates of insurance. Both College and School District agree to promptly inform the other party of any revocation, reduction, or material change in any insurance required under this clause.

5. **Effective Date**. The effective date of this Agreement is the date on which the Agreement becomes fully executed.

6. **Termination**. Any party may terminate this Agreement without cause by giving the other party thirty (30) days' written notice of the intention to terminate. Termination of this Agreement on the part of the College or School District is mutually exclusive from termination of the Intern's, mentor teacher's, or credential analyst's employment.

7. **Notices**. All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Street
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu
Copy to: contracts@tcsedsystem.edu

For School District: **Jefferson School District**
Attn: Emily Estroup
1219 Whispering Wind Drive
Tracy, CA 95377
Email: estroup@jsdtracy.com

8. **Modification**. This Agreement may be revised or modified only by a written amendment signed by duly authorized signatories of both parties.

9. **Severability**. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

10. **Waiver**. The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.

11. **Assignment**. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties.

12. **Governing Laws and Jurisdiction**. This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified below.

	Jerell Hill	Dean	
College Representative Signature	Printed Name	Title	Date
School District Representative Signature	Printed Name	Title	Date

MEMORANDUM OF AGREEMENT
BETWEEN
Pacific Oaks Education Corporation
AND
Jefferson School District

This Memorandum of Agreement (the "Agreement") is entered into by and between Pacific Oaks Education Corporation, d/b/a Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California 91103 (the "College"), and **Jefferson School District** located at **1219 Whispering Wind Drive, Tracy, CA 95377** (the "School District").

A. **RECITALS:**

WHEREAS, the College is a California non-profit institution of higher education offering to its students degree programs in education;
WHEREAS, directed teaching experience is a required and integral component of the College's education curriculum;
WHEREAS, the College desires the cooperation of School District in the development and implementation of the directed teaching experience phase of its education curriculum;
WHEREAS, the School District recognizes its professional opportunity and responsibility to participate in the training of education students; and
WHEREAS, the School District wishes to join the College in the development and implementation of a Directed Teaching Program at School District for College's education students.
NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the School District enter into this Agreement on the terms and conditions set forth below.

B. **DEFINITIONS:**

1. "Student" refers to a student enrolled in an education program at the College.

2. "Master Teacher" refers to a faculty member of the School District that supervises the practical aspect of the Student Teacher's participation in the Directed Teaching Program and that provides support to the Student Teacher. The Master Teacher must hold a clear credential issued by the California Commission on Teacher Credentialing ("Commission") in the same credential area the candidate is seeking – this includes three or more years of teaching experience with an English Learner authorization. The Master Teacher shall also complete the mentor teacher training approved by the College or show proof of previous training and must be authorized to serve as a classroom teacher in a school or classroom where the Directed Teaching Program is provided.

3. "Student Teacher" refers to Students enrolled in the College's teaching credential program who have completed the prerequisites (including, but not limited to, Certificate of Clearance, TB test, CBEST, CSET, and coursework), and are eligible for the Directed Teaching Program at the School District.

4. “Fieldwork Supervisor” refers to the College staff or faculty member tasked with serving as a liaison or coordinator to the School District and with administering the College’s responsibilities related to the Directed Teaching Program.

5. “Fieldwork Team” refers to members of College’s faculty and/or staff that are tasked with acting as liaison with the School District, and coordinating any specific student teaching requirements including but not limited to student teaching placements and prerequisites.

6. “Student Teaching” refers to the active participation by a Student in the duties and function of classroom teaching under the direct supervision and instruction of the Master Teacher or other employees of the School District holding valid credentials issued by the Commission authorizing the employees to serve as classroom teachers in the schools/classrooms in which the Directed Teaching Program is provided.

7. “Directed Teaching Program” refers to all Student teaching activities at the School District conducted in accordance with this Agreement that satisfy all of the Commission’s requirements.

C. THE COLLEGE AND THE SCHOOL DISTRICT MUTUALLY AGREE:D

1. To collaborate to establish the educational objectives for the Directed Teaching Program, devise methods for their implementation, and continually evaluate to determine the effectiveness of the Directed Teaching Program.

2. The College agrees to select and assign Students to School District for purposes of directed teaching. Any assignment of a Student Teacher to the School District shall be at the discretion of the College. However, School District reserves the right to interview any Student selected by the College prior to accepting that Student for training in the Directed Teaching Program. Subject to the foregoing, Students selected for assignment shall be assigned to School District for a period of time mutually determined in advance by the parties, which may be altered by thirty (30) days’ prior written notice, with consideration given to the School District staff and space availability.

3. Either party may terminate a Student Teacher’s placement in the Directed Teaching Program where the Student Teacher’s performance falls below acceptable School District or College standards, after appropriate support and advice efforts have been conducted. The parties shall provide reasonable notice to one another prior to terminating any Student Teacher’s placement in the Directed Teaching Program.

4. Each party shall as applicable, secure and maintain in confidence all files and personally identifiable information of the students of the other party which it encounters as part of the Directed Teaching Program. Use of such files and information must be limited by the receiving party to carrying out its duties under this Agreement. Access to such files and information must also be limited to employees or students on a limited-need-to-know basis

and each receiving party agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to either the College or School District. For the purpose of this Agreement, pursuant to FERPA, specifically 34 C.F.R. § 99.31(a)(1)(i)(A), each party hereby designates the other as a School Official with a Legitimate Educational Interest in the Educational Records of its respective students to the extent that access to the records is required by the receiving party to carry out its responsibilities under this Agreement. This provision shall survive the termination of this Agreement to the extent allowable under current law.

D. THE COLLEGE AGREES:

1. To ensure that each Fieldwork Supervisor visits and observes each Student Teacher and provides support to the Student Teacher and Master Teacher as necessary.

2. To assume responsibility for assuring the Directed Teaching Program's compliance with the educational standards established by the California State Board of Education or any other relevant authority.

3. To provide prerequisite coursework, academic instruction, and support for Student Teachers enrolled in the Directed Teaching Program.

4. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Fieldwork Team, Fieldwork Supervisor, the School District's Supervising Principal and the School Site Mentor (or other similarly designated personnel) assigned by the School District on items pertinent to teacher education and supervision.

5. To direct the Student Teacher to comply with the existing pertinent rules and regulations of the School District and all reasonable directions given by qualified School District personnel.

6. To supply the appropriate faculty or staff at the School District with the appropriate forms to be used in evaluating the performance of the Student Teacher.

7. To require the Student Teacher to provide, prior to the commencement of the Directed Teaching Program, such confidential on-boarding information as may be required by the School District or deemed necessary for the training and guidance of the Student Teacher.

8. To pay a one-time stipend to each Student Teacher's Master Teacher after completion of the Master Teacher's duties hereunder, at the close of the College's semester, and upon receipt of any supporting documentation that is required by the College to remit the stipend payment. This includes, without limitation, a completed Form W-9. In the event a Student Teacher's placement is terminated, the School District shall receive payment from the College as though there had been no termination, except that if the Student Teacher is

terminated before one half of the College's semester is completed, the Master Teacher shall be paid only one half of the stipend.

E. THE SCHOOL DISTRICT AGREES:

1. To designate a member of its faculty or staff who will be responsible for organizing and coordinating the planning and implementation of the Directed Teaching Program, and administering School District's responsibilities under this Agreement.

2. To provide student teaching experience for all Student Teachers.

3. To provide the physical facilities and equipment necessary to conduct the Directed Teaching Program.

4. To designate a Master Teacher, mutually agreed upon by the School District and the College.

5. To advise the College of any changes in personnel, operation, or policies that may affect the Directed Teaching Program.

6. To inform the Student Teacher of the School District's requirements (i.e., health status, criminal background) for acceptance into the School District's Directed Teaching Program.

7. To provide the Student Teacher with a copy of the School District's existing pertinent rules and regulations with which the Student Teacher is expected to comply.

8. In accordance with Section III(c) of this Agreement, advise the College of any serious deficiency noted in the ability of a Student Teacher to progress toward achievement of the stated objectives of the Directed Teaching Program. It will then be the mutual responsibilities of the assigned Student Teacher, the Master Teacher, and the College's Fieldwork Team to devise a plan by which the Student Teacher may be assisted to achieve the stated objectives.

F. GENERAL TERMS AND CONDITIONS

1. **Non-Discrimination**. In the process of carrying out their respective duties under this Agreement, both parties shall comply with all applicable federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, creed, national origin, citizenship, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation, or gender identity.

2. **No Compensation**. Except as otherwise provided in the Agreement, the parties agree that because the Directed Teaching Program is for the benefit of the Student Teacher and the School District derives no immediate advantage from the activities of the Student

Teacher, Student Teachers will not be paid any compensation by School District in connection with the Directed Teaching Program. School District represents that (i) no employee or faculty is being displaced by the Student Teacher; (ii) the Directed Teaching Program is not being used as a "trial period" for future employment for any Student Teacher; and (iii) the Directed Teaching Program is not being used to augment School District's workforce. College and School District shall each bear their own costs associated with this Agreement and no payment is required by either College or School District to the other party.

3. **Indemnification**. Each party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other and its respective agents, affiliates, subsidiaries, officers, officials, employees, and students (collectively, the "Indemnified Party") from and against all claims, legal demands, damages, losses, liabilities, injuries, and expenses (including but not limited to reasonable attorney fees and court costs) arising from any breach of this Agreement by the Indemnifying Party through any combination of its own negligent or willful acts or omissions of the Indemnifying Party or those of its agents, affiliates, subsidiaries, employees, officers, officials, or students . The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification and the provisions of this section shall survive the termination of this Agreement.

4. **Insurance**. Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain and/or cause its respective agents, affiliates, subsidiaries, officers, officials, employees, and students to provide and maintain at their own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, commercial general liability and professional liability coverage. The School District's commercial general liability insurance shall have minimum coverage of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate. The College's professional liability insurance shall carry a single limit of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

   Upon request, the parties agree to furnish one another with appropriate certificates of insurance. Both College and School District agree to promptly inform the other party of any revocation, reduction, or material change in any insurance required under this clause.

5. **Independent Contractor**. College faculty, staff, and students are not officers, agents, or employees of the School District by virtue of this Agreement. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.

6. **Worker's Compensation Insurance**. It is understood and agreed that College's Students are not to be considered employees of the School District and therefore Students are not

eligible for worker's compensation insurance and the College does not maintain worker's compensation insurance for student coverage. Rather, Students are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program. Students, in consideration of this service are paying for service under their tuition arrangements with the College.

7. **Term**. This Agreement shall be effective for a period of three (3) years ("Initial Term") from the Effective Date. Thereafter, this Agreement will automatically renew for periods on one (1) year (each a "Renewal Term") on the Effective Date Anniversary unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the then-current Term.

8. **Effective Date**. The effective date of this Agreement is the date on which the Agreement becomes fully executed.

9. **Termination**. Any party may terminate this Agreement without cause by giving the other party thirty (30) days' written notice of the intention to terminate. In the event this Agreement is terminated, School District shall allow Student Teachers to complete their Directed Teaching Program, to the extent they were scheduled to begin on or before the termination date.

10. **Notices**. All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Street
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu
Copy to: contracts@tcsedsystem.edu

For School District: **Jefferson School District**
Attn: Emily Estroup
1219 Whispering Wind Drive
Tracy, CA 95377
Email: estroup@jsdtracy.com

11. **Modification**. This Agreement may be revised or modified only by a written amendment signed by duly authorized signatories of both parties.

12. **Severability**. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason, or if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

13. **Waiver**. The failure or delay of either party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of any such right, power, or privilege.

14. **Assignment**. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties.

15. **Governing Laws and Jurisdiction**. This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified below.

	Jerell Hill	Dean	
College Representative Signature	Printed Name	Title	Date
School District Representative Signature	Printed Name	Title	Date