

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into and executed as of **March 16, 2017** by and between **Point Loma Nazarene University** ("PLNU"), referred to here as the University, and **Perris Union High School District**, referred to here as the District with respect to the following matters:

- A. The Parties to this MOU desire to set forth their respective responsibilities concerning the delivery of post-baccalaureate programs offered by PLNU which may include the following: Intern Credential the Level I Preliminary and the Level II Professional Clear Credentials for Special Education (Mild-Moderate and Moderate Severe Education Specialist Credentials), the Preliminary and Clear Administrative Services credential, the Pupil Personnel Services Credential, and the Master of Arts in Education with concentrations in Teaching and Learning, Educational Leadership, Counseling, the Master of Arts in Special Education degree, and Early Student Teaching Field Experience/Clinical Practice. The selected programs in any given academic year will be referred to as the PLNU Partnership Programs.

NOW THEREFORE, the parties agree as follows:

- B. Program Description

The *PLNU Partnership Programs* will be operated in accordance with the following:

1. Under the terms and conditions in this agreement, PLNU will provide California Commission on Teacher Credentialing (CCTC) approved programs. This may include the Preliminary Credentials in Multiple Subject, Single Subject, and Education Specialist both Mild-Moderate and Moderate Severe for teachers teaching with Intern Credentials and Professional Clear Credentials for the Education Specialist (Mild-Moderate and Moderate Severe). Additional CCTC approved programs may include the Preliminary and Professional Credentials in Administrative Services and the Pupil Personnel Services Credential, Early Student Teaching Field Experience/Clinical Practice.
2. Under the terms and conditions of this agreement, PLNU will also provide Master of Arts in Education courses of study with concentrations in Teaching and Learning and Special Education that incorporate and augment the BTSA Induction standards to the graduate-M.A. level. **District** teachers will be provided the instruction and support to present BTSA evidence of proficiency aligned with induction standards to meet specific PLNU course requirements.

3. **The District** will validate the completion of BTSA/Induction requirements at a proficient level for candidates seeking graduate course credit for meeting BTSA formative assessment and induction standards.

C. Tuition

Each participating teacher will be responsible for paying his/her own assessed tuition rate to PLNU according to a specified schedule.

D. Termination

This MOU may be terminated by either party with a written notice from the party initiating the termination. The termination notice may only apply to future PLNU semester or quad, for which this MOU applies, and the MOU cannot be terminated for the semester or quad currently being taught at the time notice of termination is given. In such cases, PLNU and **District** teachers enrolled in the PLNU Partnership Program will establish a new agreement between PLNU and the respective candidates. In the event that the Program is terminated for any reason, PLNU will extend every effort to ensure candidates will be able to complete the program at the mutually agreed upon rate. Any tuition discount associated with this Partnership Program ends with the termination of this agreement. New candidates will not be permitted to enroll or receive the discount rate.

E. General Liability Insurance

The DISTRICT does not furnish workers' compensation insurance for PLNU students participating in this program. COLLEGE/UNIVERSITY, at its discretion, may maintain at its sole expense workers' compensation and employers liability for students who are participating in this program.

The University shall provide and maintain commercial general liability insurance acceptable to the District in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, with an aggregate limit twice the occurrence limit. The University shall furnish to the District, upon request, proof of the above coverage in the form of certificates of insurance.

The District shall provide and maintain: commercial general liability insurance acceptable to the District in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, with an aggregate limit twice the occurrence limit. The District shall furnish to the University, upon request, proof of the above coverage in the form of certificates of insurance.

F. Indemnification

The University shall hold harmless, defend, and indemnify the District and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of the University, its officers, employees, agents or student teachers incurred in the performance of this Agreement.

The District shall hold harmless, defend, and indemnify the University and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of the District, its officers, employees, or agents incurred in the performance of this Agreement

G. Term

The term of this MOU shall be for a term beginning **March 16, 2017**. Each party shall be bound from the date signed by both parties until **August 31, 2022** (end of the PLNU academic year then in progress).

H. Miscellaneous.

Entire Agreement

This MOU constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the PLNU credential and advanced degree programs identified in this agreement. The MOU supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Amendment The provisions of the MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

Waiver Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

Assignment Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

Parties in Interest Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third persons to any party of this MOU.

Severability If any provision of this MOU is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU

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shall continue in full force and effect and shall in no way be impaired or invalidated.

Governing Law The rights and obligations of the parties and the interpretation and performance of this MOU shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first set forth above.

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 _____
Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

District Contact:

Name: _____

Title: _____ Date _____

Authorized Signature: _____