

## **Memorandum of Understanding**

**Between**

**Alvord Unified School District**

**and**

**Riverside Community College District, on behalf of Norco College**

**Regarding a Partnership to Support Early Childhood Education**

**Teacher Preparation**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into on the latest date set forth below (the "Effective Date") by and between Riverside Community College District on behalf of Norco College, a California Community College District (hereinafter "College") and Alvord Unified School District ("District"). College and District may be referred to collectively as "Parties."

Partnerships between colleges and TK-12 school districts are far more common today than in the last decade. Research supports that new teachers benefit greatly from practical experience in schools before they graduate, and college classes taught at school sites provide such opportunities for observation and participation. This partnership creates professional development with mutual benefit to the teacher preparation program and the site staff participating. In support of creating a pool of highly-qualified future teachers, District and College make the following agreements:

### **That Alvord Unified School District will:**

1. Work in the spirit of cooperation in establishing an environment and opportunities within the District that supports the successful experience of College students during completion of Early Childhood Education (ECE) and Education (EDU) coursework and classroom experience, including Practicum;
2. Participate in establishing transparent processes and procedures to ensure College students are prepared for a successful experience on an elementary campus, focusing on the safety of District and College students and all programs at the Stokoe Innovative Learning Center, located on the campus of the Phillip. M. Stokoe Elementary School;
3. Conduct ongoing review of the District's programs housed on Stokoe campus to ensure they are adequately supported with appropriate staffing, classroom space, and parking to ensure that the learning environment and opportunities at Stokoe Innovative Learning Center continue to be enhanced by the District's programs;

4. Ensure that all District teachers that participate in partnership with the College are appropriately credentialed by the California Commission on Teacher Credentialing and meet the educational or experiential requirements for their assigned grade level effective August 2023;
5. Collaborate with the College in identifying professional development and training for District teachers that support the needs of the school, District students, and the College students;
6. Meet and/or communicate consistently with the College to ensure that only EDU and ECE classes are offered on the Stokoe campus;
7. Support and/or facilitate meetings between the College and the District/School Site at the beginning and end of each semester to ensure consistent and effective communication related to the phasing in of class offerings and experiences and to ensure cooperation between the parties to achieve program goals and to establish an innovative, model teaching demonstration site;
8. Communicate, in a timely manner, with Norco College Program Leadership regarding changes to District policies that might impact the partnership;
9. Provide a comprehensive safety plan communicated and reviewed by all programs on the Stokoe campus;
10. The District will ensure that teachers assigned to Stokoe consent to the recording and live-streaming of their classes. In the event a teacher objects or revokes consent, the District will take reasonable steps to timely transfer and replace the teacher without unnecessarily disrupting the learning environment for District students;
11. Ensure classroom observation/video is securely maintained and utilized solely for the purpose intended by College and in compliance with all FERPA requirements and any agreement with the District's bargaining units;
12. Work cooperatively to assist any program evaluation by sharing relevant data available in the public domain;
13. Renovate necessary classrooms for the hosting of State Preschool classes to begin in the fall of the 2022-23 school year, dependant on full and complete State licensure; and
14. Upon receipt of complete licensure, host at least one State Preschool classroom at the Stokoe School site in the fall of 2022-23 school year.

**That Norco College will:**

1. Work in the spirit of cooperation in establishing an environment within the District that supports the successful experience of College and District personnel, District students, and College students during completion of ECE/EDU coursework, classroom Practicum, and/or work experiences;
2. In collaboration with the District, participate in establishing transparent processes and procedures to ensure College students are prepared for a successful experience on an elementary campus with a focus on the student safety of all District and College students and all programs on Stokoe campus;
3. Require all College students and faculty to complete the District's 30-minute online Mandated Reporter Training as part of orientation to the Stokoe facility;
4. Ensure that only EDU and ECE classes are offered on the Stokoe campus;
5. Provide the appropriate coursework as determined by the CCC Chancellor's Office and other state agencies (Commission for Teacher Credentialing, Department of Education, Community Care Licensing) governing ECE in California, and collaborate with the District in providing appropriate experiences, which will lead to candidates successfully completing ECE and EDU courses, certificates, degrees;
6. Communicate, in a timely manner, with District and School Site Leadership regarding changes to the College program, curriculum, or policies that might impact the partnership;
7. Ensure that only ECE and EDU students attend College classes at the Stokoe Innovative Learning Center. These students have career aspirations to become teaching professionals or other related services professionals (speech, OT, PT, counselors) working with young children, and shall provide a highly qualified talent pool for the District and for the region;
8. Collaborate with the District in a continuous quality improvement process that is informed by collaborative dialog and data collected each year;
9. Adequately staff the College Front Office to assist College students and personnel;
10. College ECE/EDU faculty and students participating in the Practicum classrooms on School site will have immunization and tuberculosis clearance in compliance with any/all state and District requirements;
11. College ECE/EDU students on School site shall complete the District's Volunteer 1 Megan's law background check, or RCCD equivalent, including compliance with Education Code sections 45122.1 and 45125.1;
12. College students shall never be alone with District students outside of a District credentialed teacher's supervision to ensure everyone's safety;

13. College students shall never enter a children's bathroom with or without any children on the campus;
14. Provide an orientation to College ECE/EDU students to include professional and appropriate behavior, respectful attire, wayfinding, visual identification system, FERPA requirements, and child interactions appropriate for program co-location at the Stokoe Innovative Learning Center;
15. Collaborate with the District in identifying professional development and training for District teachers that support both the needs of the school and the learning needs of the College students;
16. Ensure that the experience provides the state-required exposure to diverse populations (cultural and economic diversity, English Language Learners, children receiving special education services, and preschool-5th);
17. Ensure classroom observation/video (live feed and recordings) is securely maintained and utilized solely by College faculty and students for the educational purpose intended under this MOU only. All state and federal student records and confidentiality requirements, including FERPA, must be complied with by all College faculty and students. Except as required by law, no live stream or recordings may be used within any teacher or faculty evaluation/discipline process;
18. Prioritize the funding of the renovations of College classroom spaces;
19. Commit to funding the outdoor classroom (with inclusive playground) within the available budget of \$400,000.00, utilizing the RCCD State of California appropriation provided through the leadership of Assemblymember Sabrina Cervantes; and
20. Collaborate with District/School Site personnel during the planning, design, and renovation of College classrooms, College front office, signage, and shared exterior spaces to ensure enhancements benefit all Parties and students.
21. Support and/or facilitate meetings between the College and the District/School Site at the beginning and end of each semester to ensure consistent and effective communication related to the phasing in of class offerings and experiences and to ensure cooperation between the parties to achieve program goals and to establish an innovative, model teaching demonstration site;

#### **General Terms of the MOU:**

1. Insurance. During the entire term of this MOU, the Parties shall keep in effect, at their sole expense, a policy (or policies) of general liability insurance, including

contractual liability coverage and professional liability with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name the other party as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days. Any available insurance proceeds in excess of the legal minimum limits of insurance and coverage shall be available to either Party.

Norco shall provide specific coverage for Abuse or Molestation with limits not less than \$1,000,000.00 per occurrence either by separate policy or by an endorsement to Norco's General Liability coverage.

Each party shall procure and maintain, at its own cost and expense, Workers' Compensation insurance in accordance with the statutory requirements with limits not less than \$1,000,000.00 per accident, disease, and annual aggregate. The Workers' Compensation coverage shall include a waiver of subrogation endorsement of the other Party, its Board, officers, agents, and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract."

No later than the Effective Date of this MOU, each Party shall provide the other with satisfactory evidence of insurance. The insurance shall include a provision for the provider to send written notice of cancellation or modification to the other party at least 30 calendar days before cancellation or adverse material change or 10 days for nonpayment of premium. If the insurance provider is only required to send such notice to the purchasing party, it shall provide the other party with written notice of cancellation or adverse material modification within one business day after receiving notice from the insurer. Each party shall, at its own cost and expense, procure and maintain insurance under California's Workers' Compensation laws. Failure to maintain the insurance described herein shall be cause for termination of the MOU.

2. Indemnification. The Parties hereby agree to indemnify, defend, and hold harmless each other from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, and extra expense that may arise out of or result from, in whole or in part of the negligent, wrongful or willful acts or omissions of the other, its employees, agents, independent contractors, consultants, and all other representatives. Neither party shall have the obligation to indemnify, defend, or hold harmless the other party for its sole negligence or willful misconduct. Each party retains the right to select counsel to render a defense against any claims brought against it, regardless of the obligation of the other party to provide for the defense and indemnification. This indemnity section shall survive the termination of the MOU and is in addition to any other rights or remedies that the Parties may have under the law.

3. This MOU takes effect on the signature of both parties, and it is considered valid in perpetuity until the execution of any written subsequent agreement.
4. In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just, student-centered, and equitable solution satisfactory to both Parties.
5. Except as noted above, this MOU does not establish any financial or legally binding obligations.
6. No amendment or modification to this MOU shall take effect unless signed by authorized representatives of each party. Each of the signatories below certifies authority to enter into this MOU.

Agreed on this day, 9th day of June 2022.

**Alvord Unified School District:**

Name: Resma Byrne, Ed.D

Signature: \_\_\_\_\_

Title: Assistant Superintendent, Educational Services

Date: \_\_\_\_\_

**Riverside Community College District**

Name \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_