



MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT
CORPORATION
And
Pendergast Elementary School District

Alliant International University, Inc., a California Benefit Corporation (the “University”), and Pendergast Elementary School District (the “District”) agree to the following conditions that apply to Candidates who are or will be enrolled in the Teacher Certification Programs. Candidates selected by either the University or the District shall be mutually acceptable by both the University and the District and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 03, 2021 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Candidate who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the NES/AEPA Assessment of Professional Knowledge score reports; NES/AEPA Assessment of Subject Knowledge score reports; and US/Arizona Constitution Exam prior to assuming services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by Official transcript(s) from all regionally accredited colleges and universities attended with a minimum cumulative GPA of 2.5Candidate.
3. Each Teacher Candidate shall have passed US/Arizona Constitution Exam.
4. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed/required by the Arizona Board of Education.
5. Alliant Personnel will observe and evaluate Teacher Candidates at least six (6) times during a semester (two academic terms) and Clinical Practice Instructors will confer with their Candidate teachers pertaining to each observation.
6. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate’s field placement in order to establish roles and duties in order to best support the Candidate.
7. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant’s evaluative matrix based on InTASC.

The District agrees and certifies that:

1. The purpose of the Candidateship Program is to add to the pool of qualified teachers that the District has continually sought to maintain.
2. The Candidate's services shall meet the instructional or service needs of the District.
3. The District and Candidate agree to provide a quality educational experience to their students through synchronous, asynchronous, in-person and / or online / distance learning environments.
4. The District and Candidate understand they will be requested to use Video Progress Assessments, Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
5. Each Candidate shall be assigned as a Candidate under a contract with an appointment of at least .60 FTE of her/his workday and placed in a job that shall allow for substantial experience in instructional or service duties.
6. No appointment shall be made unless the prospective Candidate provides proof of fingerprint clearance via IVP Fingerprint Clearance Card, and verification that he or she is free from tuberculosis.
7. No Candidate shall displace any fully certified employee in the District. Placement of a candidate is not a guarantee of future employment.
8. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both a Clinical Practice Instructor and an in-district mentor as directed/required by the Arizona Board of Education.
9. The District and the University, in partnership, must provide support as guided by the Department of Education for each Candidate.
10. The District and University, in partnership, must confirm log hours via a Log Sheet for each teacher Candidate (15 hours of Professional Development in SEI and 45 hours of ELL support).
11. Alliant personnel will interact with the District Support Provider at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
12. The District Support Provider will observe and evaluate each Candidate Teacher at least one time during a term (4 times in an academic year) and allocate time with each Candidate after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
13. District Site Support Providers must hold certifications in the same areas as the Candidates they support.
14. All Candidate Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education

classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups. Candidates must complete a range of activities in educational settings. The settings must: 1) support the Candidate's ability to complete field experiences) demonstrate commitment to collaborative student-centered practices and continuous program improvement; 3) have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students; 4) create a learning culture that supports all students; 5) understand and reflect socioeconomic and cultural diversity; 6) support the candidate to access data, work with other educators, and observe teaching practice; and 7) permit video capture, where designated, for candidate reflection.

15. The District Support provider will ensure that Candidates have opportunities for diverse experiences among students, families, and stakeholders in various settings within classrooms, schools, and the community. These experiences will be recorded in a Diversity Log and validated by the On-Site Mentor and University Supervisor.
16. District Candidate Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, hold a certification in the area they are supervising and have a Master's degree or equivalent.
17. The District confirms that its Candidate Support Providers have been adequately trained in their supervisory roles.
18. The District confirms that site administrators are fully qualified.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or

harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or teacher candidates, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Candidates are not employees, contractors or agents of the parties. Candidates are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or

indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Candidates, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University's use of the programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Candidate student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Candidates, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Agreement, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration pursuant to Title 12, Chapter 9, Article 1 of Arizona Revised Statutes.

Pursuant to Arizona Revised Statutes Section 38-511, The District may cancel this MOU without penalty or further obligation if any person significantly involved initiating, negotiating, securing, drafting or creating it on behalf of the District is, at any time while this MOU is in effect, an employee of the University in any capacity or a consultant to the University with respect to the subject matter hereof.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Arizona.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:



**Dr. Kristy Pruitt, Dean
School of Education
Alliant International University, Inc.**


08/19/2021

Date

Address:

**10455 Pomerado Rd.
San Diego, CA 92131**

Pendergast Elementary School District:



Superintendent, Dr. Jennifer Cruz

8/2/21

Date

Address:

**3802 North 91st Avenue
Phoenix, AZ 85037**