

**OXNARD SCHOOL DISTRICT**  
**Memorandum of Understanding and Agreement with the Named University**  
**to Provide for Unpaid Internship Placements for University Students**

This Memorandum of Understanding (“Agreement”) is made by and between the Oxnard School District (“District”) and the \_\_\_\_\_ (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students (“Unpaid Interns”) will gain experience in the public school setting. This Agreement applies to unpaid service-learning placements for University- enrolled students; it does not apply to student teacher placements that are part of a credentialing program.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of \_\_\_\_\_ years beginning \_\_\_\_\_ and ending \_\_\_\_\_. unless terminated sooner. Either party may terminate this agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

~~**LOCAL EDUCATIONAL AGENCY AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**~~

**UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District’s HR department, school site administration, and staff in the assignment of the Unpaid Intern.
2. University will confer regularly with District and site administration and District-employed mentor/liason through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by an Unpaid Intern in the school. University and District agree they will cooperate fully in investigation concerning the reported violation.
4. University will guarantee that Unpaid Interns and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Unpaid Interns in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Unpaid Interns’ performances in the District’s classrooms.
7. University will be responsible for ensuring that Unpaid Interns have appropriate insurance coverage.

**UNPAID INTERN RESPONSIBILITIES**

1. Provide the District with the following documentation:

- a copy of the letter from the University assigning the student to the District.
  - a background check/ fingerprint clearance report,
  - a negative tuberculosis risk assessment and/or test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as an Unpaid Intern.
  3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as an Unpaid Intern.
  4. Provide services to District pupils only under the direct supervision of District staff.
  5. Maintain the confidentiality of pupil information. No Unpaid Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Unpaid Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Unpaid Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

#### **STATUS OF UNIVERSITY, LOCAL EDUCATIONAL AGENCY, AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University students serving as Unpaid Interns in District schools pursuant to this Agreement are doing so for educational purposes only, and Unpaid Interns are not considered employees or volunteers of either University or District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide written notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

#### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Unpaid Interns, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above-described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty days of execution of this Agreement and thereafter, on an annual basis. If the coverage

is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence / \$2 million aggregate.

### **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume under this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Unpaid Intern or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. University shall provide written notice to each Unpaid Intern regarding the lack of coverage of Workers' Compensation insurance by either party.

### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent 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 University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent 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 District, its officials, agents, or employees.

### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings

between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed and entered into by the parties on this \_\_\_\_\_ day of \_\_, 20\_\_.

Oxnard School District \_\_\_\_\_

By:

\_\_\_\_\_  
Signature

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Signature

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