

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
NEWPORT MESA UNIFIED SCHOOL DISTRICT**

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REVIEWED

HUMAN RESOURCES
2021 MAY 18 AM 8:34

This Agreement is made by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, acting for and on behalf of the School Psychology and Applied Behavior Analysis Programs in the Graduate School of Education at the University of California, Riverside (hereinafter referred to as "UNIVERSITY") and Newport Mesa Unified School District (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, UNIVERSITY is an accredited training institution for school psychology and applied behavior analysis, and such programs include field-based practicum training experience in the provision of psychoeducational and/or behavior analytic services to UNIVERSITY students; and

WHEREAS, the UNIVERSITY is in need of field-based placements to support practicum-level training experiences; and that requires the use of placement and supervision such as is available in the DISTRICT; and

WHEREAS, DISTRICT employs specially trained personnel possessing the necessary skills, experience, education, competency, and licenses or credentials to engage in psychoeducational service provision; and

NOW, THEREFORE, DISTRICT and UNIVERSITY agree as follows:

STATEMENT OF WORK

UNIVERSITY shall perform the following services:

UNIVERSITY shall provide appropriately qualified graduate-level school psychology students to the DISTRICT for practicum training experiences under the direct supervision of a DISTRICT school psychologist.

1. Professional Practice. The UNIVERSITY shall ensure that school psychology practicum students model behavior in accordance with professional and ethical practices for the fields of school psychology, psychology, education, and special education; and behavior analysis practicum students model behavior in accordance with professional and ethical practices for the fields of behavior analysis, education, and special education.
2. Professional Dispositions. UNIVERSITY shall ensure students comply with all rules and regulations of the DISTRICT and instructions of DISTRICT personnel. UNIVERSITY shall ensure practicum students adhere to UNIVERSITY policies, procedures, practices, guidelines, and codes of conduct. If necessary, UNIVERSITY shall resolve any

discrepancies between UNIVERSITY expectations and DISTRICT expectations in a timely and professional manner.

3. Planning. UNIVERSITY shall be responsible for the planning and execution of its Students' educational training experience. UNIVERSITY shall submit to the DISTRICT, at least thirty (30) days prior to the commencement of the practicum training experience, a description of training experiences to be conducted during the practicum placement, including any associated performance evaluations to be completed by a DISTRICT supervisor.
4. Background Checks. The University shall require all students to pass a background check prior to final admission into the program. The background check will include, but is not limited to, the following elements: social security number verification; seven-year, multi-country or statewide felony and related Misdemeanor Criminal Record search; Sexual Offender and Predatory Register search; and HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs.
5. Immunizations and Physical. The UNIVERSITY shall advise Students that they will be required to provide the UNIVERSITY with evidence that they have received a negative Tuberculosis (TB) Test from an appropriate medical services provider. Students will be cleared by the University with a negative TB test, prior to placement with the DISTRICT.
6. Evaluations. UNIVERSITY will facilitate evaluations relative to completed assignments and overall performance as part of school psychology and behavior analysis training practicum experiences. UNIVERSITY will distribute, collect, and aggregate results of performance evaluations completed by DISTRICT supervisors.

DISTRICT shall perform the following services:

DISTRICT shall provide an appropriately qualified and credentialed or licensed DISTRICT school psychologist to facilitate practicum training experiences under his/her direct supervision.

1. Experiences. The DISTRICT will accept students for educational training experience.
 - a. The DISTRICT shall provide the opportunity for school psychology students to experience a variety of psycho-educational training experiences under the direct supervision of a school psychologist employed in the DISTRICT in accordance with the terms of this Agreement. The DISTRICT shall provide the opportunity for applied behavior analysis students to experience a variety of behavior analytic skills training experiences under the direct supervision of a board certified behavior analyst employed in the DISTRICT in accordance with the terms of this Agreement.
 - b. School psychology students may also receive additional educational training and practical experience under the indirect supervision of alternate DISTRICT employees as facilitated by the DISTRICT school psychologist.
 - c. Training experiences for school psychology students shall include independent provision of psycho-educational services when conducted under the supervision of the DISTRICT school psychologist after a point at which this supervisor determines that such activities are within the competencies of the student. All activities completed independently are done so under the credentials or license of the DISTRICT school psychologist supervisor to which the student is assigned. Training

experiences for applied behavior analysis students shall include independent provision of behavior analysis services when conducted under the supervision of the DISTRICT behavior analyst after a point at which this supervisor determines that such activities are within the competencies of the student. All activities completed independently are done so under the credentials or license of the DISTRICT behavior analyst supervisor to which the student is assigned.

2. Equipment and Use of Facilities. The DISTRICT shall provide equipment and supplies necessary for psycho-educational activities conducted with and by UNIVERSITY students; space for conferences connected with student training activities; phone access when applicable; and DISTRICT specific identification or building access materials when applicable. Students may use the DISTRICT cafeteria during the training experience, if available. The cost of cafeteria purchases shall be the responsibility of the person making the purchase.
3. Orientation for Faculty and Students. The DISTRICT shall provide the UNIVERSITY and students with relevant DISTRICT information, including policies, procedures, and rules with which UNIVERSITY and students must comply. Prior to the start of the practicum experience, the DISTRICT and UNIVERSITY shall inform practicum students who will be responsible for their supervision and safety while on site.
4. Evaluation. Supervising DISTRICT school psychologists and behavior analysts shall complete associated professional dispositions and performance evaluations for UNIVERSITY students under their direct or indirect supervision. The DISTRICT supervisor will communicate as necessary during the academic year with the UNIVERSITY staff or faculty members.
5. Supervision of School Psychology Students. DISTRICT supervisors will meet with practicum students as necessary to facilitate the student's learning experience and professional development, provide support and review progress on assignment and activities. A portion of this time will be individual, protected supervision time. Individual, protected supervision time will equate to 10% of the total time the student spends at their practicum site (i.e., 1 hour of individual, protected supervision for 10 total practicum hours).
6. Supervision of Applied Behavior Analysis Students. Intentionally Omitted.
7. Professional Standards. In performing services under this Agreement, the University shall conform to high professional standards of work and business ethic. The University warrants that the services shall be performed: (1) in a professional and workmanlike manner; and (2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the University agrees to provide to the School District in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.
8. Emergency Medical Care. The DISTRICT will provide emergency medical care to UNIVERSITY students and/or faculty who become ill or who are injured while at DISTRICT or arrange transportation to a care facility, as applicable. The UNIVERSITY

shall advise its students and faculty that the cost of such care shall be the responsibility of the individual receiving it.

9. Termination. The DISTRICT retains the right to terminate any student's placement participation where it reasonably believes doing so is necessary to protect the health, safety and welfare of the DISTRICT, its students, or employees. The DISTRICT shall immediately notify the UNIVERSITY Practicum Coordinator (identified in the mailing address provided on the signature page of this Agreement) of any such termination of a school psychology student and the reason for the termination. The DISTRICT shall immediately notify the UNIVERSITY applied behavior analysis director (Rondy Yu, 900 University Ave, Riverside, CA 92521, rondy.yu@ucr.edu, 951-827-4326) of any such termination of an applied behavior analysis student and the reason for the termination. The UNIVERSITY will notify any University faculty serving as Instructor of Record for the terminated student's practicum course.
10. Performance Remediation. The DISTRICT retains the right to terminate any student's placement participation when a UNIVERSITY student displays a pervasive pattern of poor performance, poor attendance, insubordination, dereliction of responsibility, violation of DISTRICT rules or code of conduct, and/or general unethical or unprofessional behavior. The DISTRICT shall work with UNIVERSITY trainers and student to develop and implement a performance remediation plan in accordance with a process outlined in the UNIVERSITY Practicum Handbook and in the DISTRICT employee guidelines prior to this termination. If performance or other concerns persist following remediation efforts, student's placement shall be terminated. The UNIVERSITY will notify any University faculty serving as Instructor of Record for the terminated student's practicum course.

DISTRICT and UNIVERISTY shall share performance of the following services:

11. The UNIVERSITY understands that any and all DISTRICT provided information belongs to the DISTRICT. The UNIVERSITY agrees to be responsible for its compliance with the Children's Online Privacy Protection Act of 1998 and its implementing regulations at 16 C.F.R. Part 312 ("COPPA"), the Family Education Rights and Privacy Act and its implementing regulations at 34 C.F.R. Part 99 ("FERPA"), and all other applicable laws, rules or regulations, as amended (collectively, the "Confidentiality Laws"), concerning the collection, use and disclosure of "directory information," "education records," and "personally identifiable information," of the DISTRICT's "students" and "parents," as those quoted terms are defined in FERPA, and all information concerning the DISTRICT's students' names, performance information, disciplinary information, test results, test results analyses, and all other student or school identifying information and personal data and all rights thereto (collectively, the "School District Information"). In the event of a conflict between this Agreement and Confidentiality Laws, the Confidentiality Laws shall control. In the event of a conflict between FERPA and all other Confidentiality Laws, FERPA will control absent clear statutory authority on controlling law. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of DISTRICT information, the UNIVERSITY will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of DISTRICT Information.

12. Psycho-educational and Behavior Analysis Service Provision. The parties acknowledge and agree that DISTRICT Information shall be deemed to have been collected, accessed, used, or disclosed so that the UNIVERSITY may assist DISTRICT in: (a) developing, validating, or administering predictive tests; (b) improving instruction; or (c) otherwise carrying out the DISTRICT's educational responsibilities under the law. Therefore, before any DISTRICT Information may be released, accessed, used, or disclosed, the UNIVERSITY and its staff/students agree to manage the DISTRICT's Information in compliance with all applicable Confidentiality Laws and the current data sharing agreement.
13. Required In-Services. The DISTRICT will provide mandatory in-services to students and notify faculty of such training in advance of the first experience. Mandatory in-services may include, but are not limited to, general safety, infection control, OSHA bloodborne pathogens, Tuberculosis, fire safety, hazardous materials, and use of electrical equipment.
14. Program Evaluation. DISTRICT personnel will consult at least two time(s) each academic year with the UNIVERSITY for the purpose of evaluating the practicum placement at the DISTRICT, in an effort to continually provide an appropriate learning environment for students.
15. Students and Faculty Not Employees or Agents. Both the DISTRICT and the UNIVERSITY acknowledge that neither students nor the university trainers are to be considered employees or agents of the DISTRICT. Students shall not receive compensation of any kind from the DISTRICT for activities conducted during the completion of their practicum training experiences.
16. Nondiscrimination. Both parties shall fully adhere to all applicable local, state, and federal law, including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The parties are committed to equal opportunity for all persons in all facets of its operations. The parties shall provide equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, gender identity, genetic information, creed, ancestry, political belief, or any applicable protected category of participation in any protected activity.

COST AND SCHEDULE OF PAYMENTS

1. Supervisor Stipend. DISTRICT school psychologist supervisors will be provided a stipend (an amount not to exceed \$250 for supervisors who exclusively supervise first year practicum students, or an amount not to exceed \$500 for supervisors who supervise any second, third, or fourth year practicum students) in appreciation for their supervision.
2. Student Compensation. DISTRICT will not compensate UNIVERSITY students, faculty, or trainers for any services provided to DISTRICT that are directly or indirectly linked to practicum training experiences. Should UNIVERSITY students engage in tasks for which they are monetarily compensated, the protections afforded by this agreement are forfeited for both the student and DISTRICT. Should UNIVERSITY students complete activities for which they are monetarily compensated, they may not accumulate pre-internship

practicum hours during the completion of these activities even if supervised by the DISTRICT school psychologist or behavior analyst.

TERMS AND CONDITIONS

1. TERM. The term of this Agreement shall be from July 1, 2021 to June 30, 2024.
2. TERMINATION. This Agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.
3. RATES. UNIVERSITY students participate in the psychological practicum experience in the DISTRICT without compensation. Practicum students shall at no time throughout this agreement be considered officers, employees, agents, or volunteers of the UNIVERSITY.
4. DISCLAIMER OF WARRANTY. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE DISTRICT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. NON-LIABILITY OF UNIVERSITY.
 - A. UNIVERSITY shall incur no liability to DISTRICT or to any third party for any loss, cost, claim, or damage, either direct or consequential, arising from UNIVERSITY'S delay in performance or failure to perform services pursuant to this Agreement.
 - B. UNIVERSITY shall incur no liability to DISTRICT for loss or destruction of or damage to any data, equipment, or other property brought upon UNIVERSITY premises by DISTRICT or delivered to UNIVERSITY by DISTRICT in connection with this Agreement, except in the event that such loss, destruction, or damage is caused by the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees acting within the course and scope of their employment.
6. INDEMNIFICATION.
 - A. DISTRICT shall defend, indemnify, and hold UNIVERSITY, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable 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 DISTRICT, its officers, agents, or employees.
 - B. UNIVERSITY shall defend, indemnify and hold DISTRICT its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable 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 officers, agents, or employees.

7. INSURANCE.

A. DISTRICT, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

It should be expressly understood, however, that the coverages required under this Section A paragraph 7 shall not in any way limit the liability of DISTRICT.

The coverages referred to under A (1) of this paragraph 7 shall be endorsed to include **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** as an Additional Insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of DISTRICT its officers, agents, or employees. DISTRICT, upon the execution of this Agreement, shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to UNIVERSITY of any modification, change, or cancellation of any of the above insurance coverages.

B. UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Professional Liability insurance on a per occurrence basis with a single limit of not less than One Million Dollars (\$1,000,000)

It should be expressly understood, however, that the coverage and limits required under this Section B paragraph 7, shall not in any way limit the liability of the UNIVERSITY.

The coverage referred to under B (1) of this paragraph 7, shall include DISTRICT as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of the UNIVERSITY, its officers, agents, or employees. UNIVERSITY, upon the execution of this Agreement, shall furnish DISTRICT with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to DISTRICT of any material modifications, change, or cancellation of the above insurance coverages.

8. CONFIDENTIALITY OF INFORMATION. UNIVERSITY shall use reasonable efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by DISTRICT in connection with this Agreement and designated by DISTRICT, in writing, as confidential. DISTRICT understands and agrees, however, that UNIVERSITY shall have no obligation to comply with any such request of DISTRICT. DISTRICT agrees to reimburse UNIVERSITY in full for any costs it may incur in order to protect information, in accordance with DISTRICT'S request, by means not normally employed by UNIVERSITY for that purpose.
9. UNIVERSITY'S RIGHT TO USE DATA. UNIVERSITY may have the right, with the prior written approval of DISTRICT, to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.
10. USE OF UNIVERSITY'S NAME. DISTRICT may not use the name of the UNIVERSITY in any form or manner of business promotion, written advertisement, reports, or other information released to the public without the prior written approval of UNIVERSITY.
11. RELATIONSHIP OF THE PARTIES. The parties to this Agreement shall be and remain at all times Independent Contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.
12. AFFIRMATIVE ACTION. UNIVERSITY warrants that it is an affirmative action employer in compliance with Executive Orders 11246 and 11375.
13. WHOLE AGREEMENT. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement. This Agreement supersedes any written or oral agreements, negotiations, discussions, or promises. This Agreement cannot be modified except by a written instrument executed by both parties.
14. NOTICE. Any notice required hereunder shall be in writing and shall be addressed as follows:

UNIVERSITY:

University of California, Riverside
Attn: Wesley Sims, Practicum Coordinator
900 University Avenue
Riverside, CA 92521
wesley.sims@ucr.edu
Phone: (951) 827-5582

With A Copy to:

University of California, Riverside
Attn: Business Contracts
900 University Avenue
Riverside, CA 92521
buscon@ucr.edu

DISTRICT:

Attn:

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15. ASSIGNMENT. This Agreement is not assignable and any attempt by DISTRICT or UNIVERSITY to assign any of its interests herein shall immediately terminate this Agreement.
16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.
17. WARRANTY OF AUTHORITY. The person whose signature appears below warrants that he/she is duly authorized to execute this Agreement on behalf of DISTRICT.

The conditions in this Agreement are hereby accepted.

DISTRICT:
NEWPORT MESA UNIFIED SCHOOL
DISTRICT

UNIVERSITY:
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

Signature: _____

Signature: _____

Name: _____

Name: Joe Andreu

Title: _____

Title: Chief Procurement Officer

Date: _____

Date: _____