



Board Agenda Item #	II B- Action Item
Date:	8-8-19
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Jason Hernandez, Principal for MSA Bell
RE:	MOU for teacher internship programs at California State University of Los Angeles and the University of Redlands

Proposed Board Motion

I move that the board approve the Memorandum of Understanding with California State University of Los Angeles, and the University of Redlands for participation in the education internship program from July 2019 to June 2021.

Introduction

The MOU is an understanding agreement with the universities/colleges listed above. This will allow Magnolia Public Schools to partnership in providing internship opportunities to educators completing their credential program in either Single Subject, Multiple Subject, or Education Specialist. This partnership will be organization wide implementation that will provide educators in hard to fill positions at the schools.

Background

Currently, MPS has MOUs with other universities and colleges for internship teacher placement and it has provided educators in the classrooms.

Analysis (If applicable)

Legal has reviewed and signed off

Budget Implications

N/A

Exhibits (attachments):

- MOUs with the said university and college



INTERNSHIP PROGRAM MEMORANDUM OF UNDERSTANDING

1 July 2019 TO 30 June 2021

by and between

University of Redlands

and

Magnolia Public Schools

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a University of Redlands Supervisor and District On-Site Teacher who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs.
- ii. Each Intern Teacher shall have completed the minimum number of pre-service hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the School of Education at the University of Redlands upon successful completion of the School of Education Internship application process and verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of 18 times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select on-site support teachers (mentors) who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for

English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The on-site support teacher's role is to provide support specifically addressing issues in the intern's classroom.
- v. The UNIVERSITY shall provide orientation and training for the district on-site support teachers and university supervisors.
- vi. The University Supervisor and on-site support teacher shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns, supervisors and signed by the on-site support teacher.
- viii. The District Mentor, on-site support teacher and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

THE PARTIES ADDITIONALLY, MUTUALLY AGREE AS FOLLOWS:

- A. The UNIVERSITY agrees to indemnify, hold harmless, and at the DISTRICT's request, defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- B. Each party shall maintain all insurance coverages (e.g., Workers' Compensation insurance) necessary to comply with federal, state, or local requirements. Additionally, the parties agree to maintain general liability insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) in the aggregate. Each party agrees to provide the other party, upon written request, with a certificate of insurance evidencing the required insurance coverage during the duration of this Agreement.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise, or partnership between the parties and neither party shall so hold itself out as anything other than an independent contractor. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

- D. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

FIELDWORK SITE CONTACT
 INFORMATION:
 Magnolia Public Schools
 250 E. 1st Street, Suite 1500
 Los Angeles, CA 90012
 ATTN: Jason Hernandez

UNIVERSITY CONTACT INFORMATION:

 University of Redlands
 1200 E. Colton Ave.
 Redlands, CA 92373-0999
 ATTN: Hideko Sera, Associate Dean
 909-748-8912

This Agreement is executed this 1 day of July 2019.

MAGNOLIA PUBLIC SCHOOLS

BY _____ Date _____
 Signator

UNIVERSITY OF REDLANDS

BY _____ Date _____
 Kathy Ogren
 Provost and Chief Academic Officer

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.

- (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

(5) Supervision of Interns.

- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

- (6) Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.

- (7) Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

- (8) Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).

(d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

DISTRICT LETTERHEAD

Date

Division of Curriculum and Instruction
Charter College of Education
California State University, Los Angeles
5151 State University Drive
Los Angeles, CA 90032

To Whom It May Concern,

This letter is written to express Magnolia Science Academy 8 Bell's (the "District") support and willingness to participate in the (Multiple Subject, Single Subject) Intern Credential program in the Charter College of Education at California State University, Los Angeles ("CSULA"). The District has had an opportunity to review the content of your program and, in the event that we employ a teacher with an Intern Credential, the District and CSULA each stipulate to the following as required by the California Commission on Teacher Credentialing:

1. The District will supervise and support the Intern(s)
2. The District will provide a support provider for the intern who:
 - a. Possesses a Level II, Clear or Life credential in the Multiple/Single Subject area in which the intern is teaching
 - b. Has a minimum of 3 years successful teaching experience
 - c. Has English Language Authorization (ELA)
3. To meet the 144 hours of required support and supervision, CSULA will provide a minimum of 2 hours of support and supervision each week (60 hours annually). The District will ensure that the intern receives at least 84 hours of supervision from their support provider per year to meet the remaining required hours.
 - a. For those interns who do not already have English Language Authorization from a California credential or a passing score on an exam such as the CETL, the District will ensure that they receive an additional 45 hours of supervision per year related to working with English Language Learners.
4. The District will ensure that sufficient resources are provided, including the identification of protected time, for the employer-provided mentor to work with the intern within the school day.
5. The District will not displace certificated employees through the use of any intern.
6. The District has on file procedures for assigning and paying support personnel assigned to the intern.
7. The District's rationale for implementing and participating in the CSULA Intern Credential program is to provide appropriately trained personnel to meet the credential needs of the students within the District. The District has on file a statement regarding its inability to fill the necessary positions with qualified certified employees for which this intern credential is being implemented. (The exclusive representative of the certificated employees in the credential area, for which this intern agreement is directed, agrees with the justification noted above).
8. **The District will make every effort to ensure that if the intern is placed in a high priority school (Deciles 1, 2 or 3) that the percentage of teacher interns in that**

school is not higher than the District wide average of teacher interns at a school in that year.

CSULA agrees to indemnify, hold harmless, and at the District's request, defend the District, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the District because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this letter agreement and due or claimed to be due to the negligence or willful misconduct of CSULA, its agents or employees.

The District agrees to indemnify, hold harmless, and at CSULA's request, defend the CSULA, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon CSULA because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this letter agreement, and due or claimed to be due to the negligence or willful misconduct of the District, its agents or employees.

Each party shall maintain all insurance coverages (e.g., Workers' Compensation insurance) necessary to comply with federal, state, or local requirements. Additionally, the parties agree to maintain general liability insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) in the aggregate. Each party agrees to provide the other party, upon written request, with a certificate of insurance evidencing the required insurance coverage during the duration of this Letter Agreement.

Please indicate your agreement with the terms and conditions set forth in this letter agreement by signing below and returning a copy to the undersigned.

The District looks forward to participating with CSULA in this Intern Credential Program. Please do not hesitate to contact me at _____ (phone number) or via email at _____ (email address) if I can provide any further information regarding our participation in the program.

Sincerely,

Name: District Level Administrator
Title:

Name: Exclusive Representative
of the Certified Employees
Title:

ACKNOWLEDGED, AGREED & ACCEPTED:

Division of Curriculum and Instruction
Charter College of Education
California State University, Los Angeles

By: _____
Name: _____

Title: _____



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: August 2, 2019

RE: MOU of Internship Program Between University of Redlands Schools of Education and Magnolia Science Academy-8 (Bell)

Magnolia Public Schools General Counsel has reviewed the Memorandum of Understanding provided by the University. His recommendation is to add “or willful misconduct” after all “negligence” language to have a complete statement showing “negligence or willful misconduct” to ensure complete coverage of any misconduct situation by the intern. Upon making the requested changes to this MOU, Magnolia Science Academy-8 (Bell) will go into partnership with the University.

RE: Internship Program Between California State University of Los Angeles (CSULA) and Magnolia Science Academy-8 (Bell)

The commitment letter provided by Magnolia Science Academy-8 (Bell) and reviewed by the MPS General Counsel is to be accepted and signed by CSULA.

A handwritten signature in black ink, appearing to read "Patrick Ontiveros", written over a horizontal line.

Patrick Ontiveros
MPS General Counsel

A handwritten date "08/02/19" written in black ink over a horizontal line.

Date

A handwritten signature in black ink, appearing to read "Alfredo Rubalcava", written over a horizontal line.

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date "8/2/19" written in black ink over a horizontal line.

Date