

Agenda Item:	II A: Consent Item
Date:	May 18, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Suat Acar, Chief Operations Officer
RE:	Teaching Memorandum of Understanding (MOU) Renewal Between California State University Dominguez Hills (CSUDH) & Magnolia Public Schools (MPS)

Action Proposed:

I move that MPS Board of Directors approve the renewal agreement between Magnolia Public Schools (MPS) & California State University Dominguez Hills (CSUDH) for the term 2023-2026.

Purpose:

The CSUDH will utilize the resources MPS provides to the student teachers.

Background:

Colleges utilize the districts (or Charter Schools) in order to provide the essential on the job training to the student teachers. MPS already has multiple student teacher agreements with numerous colleges at this point and CSUDH is already one of them. The current agreement is set to expire within this year and with the Board’s approval we plan to renew the agreement for another 3 years term.

Analysis:

These types of agreements, or partnerships benefit both the colleges and their prospective teachers as well as the districts, or in our case, the charter schools. Colleges benefit because the state requires the teacher candidates to have certain classroom experience under experienced teachers. And the districts benefit because they can offer these teacher candidates their future career homes right at the place they conclude their student teaching assignments.

Impact:

With the approval the renewal agreement the MPS will continue to serve the CSUDH student teachers on its sites.

Exhibits:

- Memorandum of Understanding Between MPS & CSUDH

STUDENT TEACHING AGREEMENT

AGREEMENT TERM: _____

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School district, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

PARTIES: Trustees of the California State University
California State University, Dominguez Hills
Procurement and Contracts
1000 E. Victoria Street, Carson, CA 90747
(310)243-3799

TERM: _____ This agreement may be terminated by either party upon 30 day advanced written notice, provided current students in the teaching training program will be allowed to complete their training requirements until said terminated semester.

The **SERVICES** to be provided by District to State shall not exceed the Semester Units of Practice Teaching nor the Quarter Units of Practice Teaching, as set forth on the Master Teacher Data Sheet(s).

The State shall pay District for such services at the **RATE AND AMOUNT** of \$16.67 per quarter unit, and \$25.00 per semester unit, not to exceed the total payment as set forth on the Master Teacher Data Sheet(s).

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the district not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon. State University shall confirm that students have completed and passed the TB test and fingerprinting check before starting services.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the district.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid

life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the school or classes in which the practice teaching is provided.

2. The State will pay the district for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, it is a daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may practice teaching in such school or classes.

Documentation is required to show the student by the State University has received both tuberculosis (TB) and fingerprint clearance before practice teaching.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or the other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment for assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University Accounts Payable Department for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching and amount no less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of the agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the special Provisions.

6. The parties agree that District is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any State University students while under the performance of this agreement.

7. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII..

STATE OF CALIFORNIA
Trustees of the California State University DOMINGUEZ HILLS

By _____
Designee
Procurement, Contracts, Logistical & Support Services
1000 E. Victoria Street Carson, CA 90747 310-243-3799

By _____
Name (Please Print): _____
Title: _____

SI: _____

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CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

_____, _____
(Month/day)

"It was moved, seconded and carried that the attached contract the Trustees of the California State University, whereby the University may assign students to the schools in the school District for practice teaching, be approved; and

the _____ is hereby authorized to execute the same."

District

County

By

SIGNATURE: _____

PRINT NAME: _____

Clerk, Secretary or Governing Board of the School District