



Board Agenda Item #	Agenda # II A
Date:	August 9th, 2018
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Jason Hernandez, MSA Bell Principal
RE:	CSUDH Student Teaching MOU and Agreement

Proposed Board Motion

I move that the board approve the Memorandum of Understanding and Student Teaching Agreement for 2018-2021 from California State University Dominguez Hills to provide a student teaching experience through practice teaching at Magnolia Science Academy Bell (8) and all other Magnolia Educational and Research Foundation schools.

Background

*This is a continued partnership, on July 13, 2017 the board approved a similar MOU that has now expired (3/31/18).

The Single and Multiple Subject Credential Program at CSUDH is in need of placement for their students-teachers. MSA Bell (8) is able to offer the placement necessary with credentialed teachers on staff as required per the program.

Budget Implications

There are no budget implications; however, our teachers may be compensated for their mentoring time by CSUDH.

How Does This Action Relate/Affect/Benefit All MSAs?

The partnership with CSUDH is the benefit for MPS. A positive experience will lead to future placement of student-teachers. This experience will allow the school to advertise it's academic program to potential new teachers, including hard to find subject such as math, science, and SPED.

Name of Staff Originator:

Jason Hernandez, Principal at MSA Bell

Exhibits (attachments):

2018-21 Contract
Memorandum of Understanding



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

College of Education

Multiple and Single Subject and Education Specialist Intern Credential Programs Participating District Intern Agreement

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Dominguez Hills ("University")**

and **Magnolia Educational & Research Foudation** ("School District").

In consideration of the mutual promises set forth below, the University and School District ("parties") agree as follows:

- 1. Purpose:** The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single, and Education Specialist Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials.
(See CTC Coded Correspondence #1404 for recent changes to supervision and support requirements for interns: <http://www.ctc.ca.gov/notices/coded/2014/1404.pdf>.)

This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for University (CSU Dominguez Hills) candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in participating districts.

It is further agreed that an intern's salary will not be reduced to pay for supervision. University stipulates that interns' services meet the instructional needs for the Multiple Subject, Single Subject, and Education Specialist teachers (including Bilingual Authorization) in the participating School District.

- 2. University's Responsibilities:**

Provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing (CCTC).

Provide a Preservice Preparation Program that meets current CCTC Standards for English Learner Preservice Preparation.

Provide support training and orientation to University Supervisors.

Choose and assign University Supervisors based on the following qualifications:

- Current knowledge in the content area in which they supervise.
- Understanding of the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledge about diverse abilities, as well as cultural, linguistic, ethnic, and gender diversity.
- In-depth understanding of the academic standards, frameworks, and accountability systems that drive the public school curriculum.

Ensure that University Supervisors will observe and evaluate interns at least three times during a semester, for two semesters, and allocate time with each intern after each visit to discuss the observation. The California Teacher Performance Expectations form the basis for these discussions and evaluations.

Direct University Supervisors to meet and consult with employer-provided on-site support providers as needed. Collect employer-provided support documentation.

Provide program advisement.

3. School District's Responsibilities:

Assign a support provider to each intern, preferably on-site, and at the intern's grade level and in the intern's subject area. Provide orientations and training for on-site support providers.

Clearly define and facilitate the implementation of the terms of employment of the support provider, including compensation and evaluation of the support provider. Ensure that employers are responsible for providing adequate supervision for the hired intern. University and the School District together must provide a total of 189 hours annually of support for the intern (45 hours of which will be dedicated to ELL support). School-site based support will include content-specific coaching, and co-planning to address included special needs students and English Learners.

Ensure that at least one of the employer-provided mentor(s) meet the following minimum qualifications:

- Valid corresponding Clear or Life Credential.
- Three years of successful teaching experience.
- EL Authorization (if responsible for providing specified EL support).

Employer will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English language learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. (This may be the primary support provider, providing he/she has an EL authorization.)

Facilitate intern attendance and participation in the prescribed course of study at University.

Provide opportunities for interns to attend and participate in district-sponsored workshops, staff development, new-teacher orientations, and grade level or department meetings related to curriculum, planning, instruction, and/or assessment.

Allocate sufficient resources for support of the intern, including the identification of protected time for the support provider to work with the intern within the school day, including clearly defined expectations for type and frequency of support.

Agree to allow the university supervisor to visit the intern in his/her classroom during the university's academic semesters.

Appoint a district level contact person to serve as a liaison to the Co-Chairs of the University (CSU Dominguez Hills) Division of Teacher Education for the purpose of coordinating and evaluating the program.

The district designee will assist the University Co-Chairs in obtaining a letter of support from the certificated employees' bargaining unit.

Provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his or her position.

Agree to place interns in teaching positions for which they are qualified, and to give them the full range of responsibilities of full-time teachers.

Verify each intern's readiness for advancement to intern teaching responsibilities.

Appoint representatives to the University (CSU Dominguez Hills) Multiple and Single Subject and Education Specialist Intern Advisory Board, for on-going development and evaluation of the program.

The principal of the School District will serve as the district's evaluator of the intern, complete required documentation in a timely manner, and meet with the university supervisor as needed to monitor and assess the intern's progress. The principal and the University supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Co-Chairs of the Teacher Education Division and a District Level Administrator, at which time a decision will be made.

4. General Provisions

A. This Agreement will become effective as of the date last written below and continue for a period of 3 years from 4/1/18 to 3/31/21 unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the School District terminates this Agreement, it will permit any student working at the School District at the time of termination to complete his/her work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

B. The School District 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.

- C. 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.
- D. The University either shall provide or shall ensure that each student secures and maintains professional liability coverage throughout the term of such student's participation in the program at District in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- E. The School District and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- F. The School District may dismiss a student if the student violates its standards, mission or goals. The School District will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- G. Students participating in a learning activity at the School District are not officers, employees, agents or volunteers of the University or the School District.
- H. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- I. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- J. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

Procurement, Contracts, Logistical & Support Services
1000 E. Victoria Street
Carson, CA 90747

Tel. Number: 310-243-3799

SCHOOL DISTRICT:

Name: _____
Title: _____
Address: 250 E. 1st. Street, Suite 1500
Los Angeles, CA 90012

Tel. Number: (213) 628-3634
Email Address: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

**CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS**

Signature: _____

Designee
Procurement, Contracts, Logistical
and Support Services

Date: _____

SI: _____

SCHOOL DISTRICT:

Magnolia Educational & Research Foundation

Signature: _____

Name: _____

Title: _____

Date: _____

Approved To Form (College of Education)

Signature: _____

Name: _____

Title: Co-Chair, Division of Teacher Education

Date: _____

Signature: _____

Name: _____

Title: Dean, College of Education

Date: _____

**STUDENT TEACHING AGREEMENT
AGREEMENT TERM: 2018 - 2021**

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

Magnolia Public Schools

250 E. 1st Street, Suite 1500
Los Angeles, CA 90012

Ph (213) 628-3634 Fx (714) 362-9588

TERM: April 1, 2018 - March 31, 2021 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 Date 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

Magnolia Educational & Research Foundation

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

03/2018

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

Magnolia Educational & Research Foundation

County

By

SIGNATURE: _____

PRINT NAME: _____

Clerk, Secretary or Governing Board of the School District



To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: August 8, 2018

RE: Student Teacher Agreement Between Magnolia Science Academy- 8 and California State University of Dominguez Hills

Magnolia Public Schools General Counsel acknowledges that he has read and reviewed the contract/memorandum pertaining to the above matter.

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel

A handwritten date in blue ink that reads "8/8/2018".

Date

A handwritten signature in blue ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date in blue ink that reads "8/8/2018".

Date