

MEMORANDUM OF UNDERSTANDING
BETWEEN

Pacific Oaks College

AND

La Canada Unified School District

This Memorandum of Understanding (the "MOU") is entered into by and between Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California (the "College"), and La Canada Unified School District located at 4490 Cornishon Avenue, California 91011 (the "District").

Parameters

This Understanding shall be effective for a period of five (5) years from the date of signature when executed by both parties. This Understanding will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term. Contract and monitoring responsibilities for the MOU rest with the College. If modifications are necessary within the duration of this MOU, they will be added to this memorandum by mutual written Understanding of all parties involved.

All stipulations in this MOU are contingent upon the acceptance and funding of the Intern Program by the California Commission on Teacher Credentialing.

A. Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties to this Understanding and to set forth the operative conditions, which will govern this partnership. The District and the College will form a partnership in providing coordinating services as part of the College Intern Program, serving multiple subject and mild/moderate special education interns, hereafter referred to as the College Intern Program.

B. Roles and Responsibilities

The District agrees to:

1. Participate in program evaluation.
2. Participate in the a clearly defined selection of district support providers (i.e. mentor teachers) to participate in the College Intern Program who have the following minimum qualifications:
 - a. Valid corresponding Clear or Life Credential
 - b. Three years of successful teaching experience
 - c. EL Authorization (if responsible for providing specified EL support).

3. Provide sufficient resources, including the identification of protected time for employer-provided support/mentor to work with intern within the school day including clearly defined expectations for type/frequency of support.
4. Clarify the intern's terms of employment, including evaluation process of site support provider (examples: retiree, contracted COE or other agency staff, current school employee). The CTC requires districts to identify an individual 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. This individual may be the same mentor teacher provided that they have EL authorization and are immediately available.
5. Ensure the quality of the internship experience by providing professional development plan to the intern. College support providers will work with the intern and mentor teacher to design appropriate activities that support the intern's work with English Learners.
6. Ensure that all district and site administrative staff respect the confidentiality between the mentor teacher and the intern teacher. Intern activities will not have a relationship to district teacher evaluation.
7. Only hire intern candidates who meet the requirements necessary for obtaining an intern credential.
8. Assign the intern to positions that are authorized to be performed by holders of multiple subject and mild/moderate special education intern credentials, with a load that is appropriate for a beginning teacher that will enable the adequate time necessary to complete 8549 concurrent credential coursework.
9. Provide at least 84 hours of general support/supervision of the intern, and, if the intern does not already hold an English Learner Authorization, a minimum of 22.5 hours of additional English Learner support each academic year.
10. Place each participating intern with a fully credentialed mentor teacher, preferably at the same site as the intern teacher and with experience in the curricular area or grade level assigned to the intern.
11. Ensure that mentor teachers complete the mentor teacher 10-hour training as required by the CTC.
12. Upon request of the District for good cause, the District shall notify the College of termination or change of assignment of any intern in the College Intern Program.

Pacific Oaks College agrees to:

1. Designate a member of the faculty in teacher education to provide leadership for the College Intern Program. The College will assume the cost of a faculty member to provide leadership of the College Intern Program and work with the District.

2. Ensure that intern candidates meet the requirements necessary to acquire an intern credential:
 - i. Bachelor's degree from an accredited school of higher education
 - ii. Certificate of Clearance or other valid CTC-issued permit
 - iii. Basic Skills Requirement
 - iv. Negative TB test results
 - v. Cumulative minimum GPA of 3.0
 - vi. Subject Matter Proficiency
 - vii. U.S. Constitution
 - viii. 120 pre-service hours
3. Recommend only intern eligible candidates meeting the above requirements to the CTC for the intern credential.
4. Enhance the intern candidate's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
5. Assign a fieldwork supervisor who will provide support and assistance to the intern through regularly scheduled classroom visits.
6. Provide at least 60 hours of general support/supervision of the intern, and, if the intern does not already hold an English Learner Authorization, a minimum of 22.5 hours of additional English Learner support each academic year.
7. Ensure the quality of the internship experience by providing professional development plan. College fieldwork supervisors will work with the intern and intern's mentor teacher to design appropriate activities that support the intern's work with English Learners.
8. Notify the District in the event that an intern is not maintaining enrollment and/or responsibilities in the courses to complete the Intern Program.
9. Provide advising and transitional assistance as needed to interns preparing to enter the Beginning Teacher Support and Assessment induction program

D. General Terms and Conditions

1. The Understanding between the College and the School District shall be the governing legal document between the parties.
2. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation.
3. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and

against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Understanding. The insurance requirements of this Understanding will not be construed as limiting the scope of this indemnification.

4. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Understanding shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The School District's general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The College's professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
5. **Effective Date.** The effective date of this Understanding is the date on which the Understanding was duly executed.
6. **Termination.** The expectation of all parties is that the intern will complete the term of this Understanding. Termination of this Understanding with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or policies of the School District. Any party may terminate this Understanding without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this Understanding on the part of the College or School District is separate from termination of the intern's, mentor teacher's, or Credential Analyst's employment. It is assumed that if there is an early termination of this Understanding on the part of the intern, the District or mentor teacher, that such a decision must include consultation with the qualifying degree program.
7. **Notices.** All notices required to be given under this Understanding shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Avenue
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu

For District: La Canada Unified School District
Attn: Debra Craddock
4490 Cornishon Avenue
La Canada, California 91011
Email: dcraddock@lcusd.net

8. **Modification.** This Understanding may be revised or modified only by mutual Understanding and written amendment signed by both parties.
9. **Severability.** Each paragraph of this Understanding is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Understanding is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
10. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
11. **Assignment.** Nothing in this Understanding shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Understanding contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.
12. **Governing Laws and Jurisdiction.** This Understanding shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Understanding, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

E. Program Description

1. **Preliminary Multiple Subject Teaching Credential.** The Preliminary Multiple Subject Teaching Credential authorizes the holder to teach all subjects in a self-contained classroom, such as the classrooms in most elementary schools, in grades preschool, K–12, or in classes organized primarily for adults. This credential also includes EL authorization. Coursework focuses on strategies of inclusion, issues of equity, social justice, and cultural competence.
2. **Preliminary Mild/Moderate Education Specialist Instruction Credential.** The Preliminary Mild/Moderate Education Specialist Instruction Credential authorizes service in grades K–12 and in classes organized primarily for adults through age 22. The credential also includes autism and EL authorizations. The curriculum is based on a constructivist framework that is responsive to multiple sources of diversity in the education of children.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Understanding to be effective as of the day specified below.

DocuSigned by:

Jerell Hill

College Representative Signature

Jerell Hill.

Printed Name

Interim Dean

Title

08/10/2020

Date

District Representative Signature

Printed Name

Title

Date