

UCLA Extension Education
Intern Preliminary Credential Program
Multiple, Single Subject, and Education Specialist (Mild/Moderate)

Participating District Intern Agreement – Memorandum of Understanding

This Memorandum of Understanding and Agreement ("MOU" or "Agreement") for an Intern Partnership Program in covered categories is entered into by and between Perris Union High School District ("District"), a public school district in the State of California, and the Regents of the University of California, on behalf of the UNIVERSITY OF CALIFORNIA LOS ANGELES ("University" or "UCLA") Extension, a public university under the auspices of the State of California.

Purpose: The California Commission on Teacher Credentialing's (CTC) *Standards of Quality and Effectiveness for Multiple, Single Subject, and Education Specialist (Mild/Moderate) Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials. 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 UCLA Extension Education intern 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 and agree that an intern's salary will not be reduced to pay for supervision. Interns' services must also meet the instructional needs for the Multiple, Single Subject, and Education Specialist (mild/moderate) teachers in the participating district.

Intern Eligibility: Each University student (credential candidate) accepted for an Internship in the District must have met and each University student will provide the district with proof of the following qualifying criteria:

1. Bachelor's Degree from a regionally accredited college or university, or foreign equivalency
2. Successful completion of the U.S. Constitution requirement via exam or coursework
3. Verification of passage of the CBEST
4. Evidence of subject matter competency via successful completion of the CSET exam
5. Certificate of Clearance issued by the California Commission on Teacher Credentialing
6. Grade point average of 3.0 or higher
7. Successful participation in intern candidate interview

Intern Employment Status: The Intern shall be considered a District employee for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, medical leave, personal leave, retirement benefits, or any other payments or benefits for or on behalf of Interns.

Intern Salary and Benefits: The intern receives salary and benefits based on the District's current policies. The Intern's salary shall not be reduced to cover the cost of supervision by the University or support by the District under the terms of this Agreement.

University Responsibilities

The University will:

1. Provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing
2. Provide support training and orientation to University Support Providers
3. Choose and assign University Support Providers based on the following qualifications:
 - a. Current knowledge in the content area they teach
 - b. Understand the context of public schooling
 - c. Ability to model best professional practices in teaching and learning, scholarship and service
 - d. Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity
 - e. Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools
4. Ensure that University Support Providers will observe and evaluate interns at least ten times during a year and allocate time with each intern after each visit to discuss the observation
5. Ensure that the hours that the University Support Provider spends with the intern will count towards the 189-hour requirement (45 hours of which are dedicated to ELL) stipulated by the standards of the intern credential
6. Direct University Support Providers to meet and consult with employer-provided onsite mentor as appropriate
7. Provide organization and implementation of planning meetings, on-going instruction and support activities, and program modification as necessary
8. Provide orientations and training for on-site mentor
9. Collect program evaluation data from employers
10. Communicate with the district's human resources director and provide an up-to-date list of UCLA Extension Education intern candidates for possible employment
11. Provide advisement opportunities such as transcripts evaluation regarding participation in subject matter preparation needs, intern credentialing programs, and advanced levels of education
12. Provide interns current research regarding instructional strategies, curriculum, classroom management, and instructional technology

The University shall have exclusive control over all academic issues involving its credential and certificate programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of District Interns as University students; evaluation of the education and prior experience of interns; evaluation of the academic progress of interns; scheduling of

courses; awarding of academic credit; and conferring of academic degrees.

Participating District Responsibilities

The district will:

1. Ensure that employers are responsible for providing adequate supervision for the hired intern
2. Together with UCLA Extension Education, the District and University must provide a total of 189 hours annually of support for the intern (45 hours of which will be dedicated to ELL support)
3. Ensure that the employer-provided onsite mentor meets the following minimum qualifications:
 - a. Valid corresponding Clear or Life credential
 - b. Three years successful teaching experience
 - c. EL Authorization (if responsible for providing specified EL support)
4. 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 same mentor as above, providing he/she has an EL authorization and has immediate availability.)
5. Provide opportunities for interns to attend and participate in district-sponsored workshops, staff development, and professional conferences
6. Sufficient resources are provided including the identification of protected time for employer-provided support to work with intern within the school day including clearly defined expectations for type/frequency of support
7. Agree to allow the University Support Provider to visit the intern in his/her classroom during the university's academic semesters or allow video recording of classroom activities for interns being supported by a Virtual Support Provider
8. 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
9. 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

Insurance and Mutual Indemnification

This Agreement acknowledges that both the District and the University are permissibly self-insured for all required coverage. Both Parties will provide a legally authorized document so stating, or it will provide a Certificate of Insurance, issued by the Insurer, naming the District as an Additional Insured, attached to this Agreement. The District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder.

Such insurance shall include but not be limited to the following:

- a) Commercial General Liability, Professional Liability, and Automobile Liability for bodily injury, personal injury and property damage;
- b) Workers' Compensation coverage with statutory limits; and
- c) Employers Liability coverage.

The District shall defend, indemnify and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

The University shall defend, indemnify and hold the District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees; or agents.

Labor Disputes in the District

The University is obligated to maintain neutrality in any labor disputes of the District, to ensure that all field experiences in such contexts will be educationally valid for students of the University, to avoid placing University students in situations in which there may be risk of personal injury, and to avoid interfering with students or employees of the District engaged in instructional or administrative programs of the District. Interns are governed by the terms of their District employment, including provisions for the collective bargaining unit that represents them.

General Considerations

Relationship of Parties: Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship, except as specified in the provisions, between the University and the District.

Publicity: Neither the University nor the District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

Records: It is understood and agreed that all employment records shall remain the property of the District; and all student Candidate records, including Candidate portfolio assessments, will remain the property of University. The District acknowledges that the education records of University students assigned to the District are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g. The parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any University student assigned to the District under this Agreement. As a result of this Agreement, the District shall be considered to be a school official of the University and may transmit, share or disclose education records without the written consent of University students, to other school officials of the University who have a legitimate interest in specified education records. All other disclosures shall require the written consent of

the affected University student and the University.

Entire Agreement and Severability: This Agreement contains the entire agreement between the District and the University, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless provided in writing and signed by authorized representatives of both parties, as described in Article 3, "Term of Agreement." If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.

Assignment: Neither the University nor the District shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

Notices: All notices, demands, or other communications given under this Agreement shall be in writing and sent to the addresses listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered by personal or overnight mail or facsimile, or effective three (3) days after mailing if by United States certified mail, return receipt requested. Electronic mail and telephone contact, given that e-mail or voicemail messages are acknowledged as received, are considered acceptable for ordinary communications concerning the daily execution of the terms of this agreement.

UNIVERSITY

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DISTRICT

Representations: Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue with respect to this Agreement, as long as the Agreement remains in force.

General Provisions: The Agreement: (a) shall be binding and enforceable by the parties and their respective legal representatives, successors, or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures, but which together shall constitute one instrument; (c) shall be governed by applicable law of the State of California; and (d) has been executed as indicated below.

Term of Agreement—Amendment, Renewal, Termination

The term of this Agreement shall be three (3) years, from September 1, 2014 through August 31, 2017, effective upon execution by the authorized representatives of both parties. This Agreement shall be reviewed annually, and may be amended and renewed by mutual written consent. This Agreement shall continue in force, provided that either party may terminate this Agreement, with or without cause, at any time, upon ninety (90) days prior written notice to the other party.

EXECUTION of AGREEMENT

**Perris Union High
School District and
University of California
Los Angeles**

This Memorandum of Understanding and Agreement ("MOU" or "Agreement") for an Intern Partnership Program in covered categories is entered into by and between Fairfield-Suisun Unified School District, a public school district in the State of California, and the Regents of the University of California, behalf of the UNIVERSITY OF CALIFORNIA LOS ANGELES ("University" or "UCLA") Extension, a public university under the auspices of the State of California.

University of California Los Angeles

Perris Union High School District

Associate Dean

District Official

Date

Date

Program Director

District Official

Date

Date