



## MEMORANDUM OF UNDERSTANDING

**CALIFORNIA STATE UNIVERSITY, NORTHBRIDGE  
MICHAEL D. EISNER COLLEGE OF EDUCATION**

### **SECONDARY EDUCATION SINGLE SUBJECT UNIVERSITY INTERN PROGRAM**

This is a MEMORANDUM OF UNDERSTANDING (“MOU”) by and between **California State University, Northridge** (“University”) and **XXXX School District**, (“LEA”), hereinafter each called the “Party” and collectively, the “Parties”.

Teaching Internship Programs are designed to help districts meet shortages of qualified teachers, and to attract persons into teaching who would not normally enroll in a traditional preparation program. Internships provide an alternative route to certification that allows candidates to obtain credentials while teaching in classrooms. This arrangement requires cooperative agreements between participating Local Education Agency (LEAs) and Institute of Higher Education (IHEs) to address the employment shortages in the specified LEA.

As the **Lead Sponsor** in the California State University, Northridge, Secondary Education Intern Program, the University will provide:

- A. A teacher education program that consists of sequenced coursework leading to a Preliminary Single Subject credential with individual Intern advisement and mentoring;
- B. Classroom support and onsite and/or supervision by University Supervisors, either full or part-time faculty, who have the following qualifications:
  - An understanding of current knowledge in the content taught
  - An understanding of the context of public schooling
  - Ability to model best professional practices in teaching and learning, scholarship, and service
  - Knowledgeable about diverse abilities, cultural language, ethnic and gender diversity
  - A thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools
- C. Monitoring of university-provided University Supervisor and employer-provided Support Provider mentoring;
- D. Documentation of specific responsibilities of the program coordinator including contact/communication with the Support Provider throughout the 2-year program;

- E. A minimum of 6 supervisory observations each semester and 1-2 formal evaluations of the Intern.
- F. A weekly seminar at CSUN to support Interns and address issues arising in the Interns' classrooms;
- G. In-classroom coaching specific to the needs of English learners;
- H. For new Interns, a minimum of 120 clock hours of pre-service, foundational preparation in general pedagogy, including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and specific content regarding the teaching English Learners. New Interns may satisfy this requirement via credential coursework and/or the completion of a set of pre-service requirements.

As a **Co-sponsor** in the California State University, Northridge, Secondary Education Intern Program, the LEA will:

- A. Assign each intern a Support Provider who meets the following qualifications:
  - Holds a valid corresponding clear or life credential
  - Has 3 years of successful teaching experience
  - Has an English Learner Authorization (if responsible for providing specified English Learner support)
- B. Ensure that the Support Provider provides support to the Intern—in the form of assistance with lesson planning, teaching observations, providing feedback, offering suggestions and resources, modeling teaching practices, and informally assessing the Intern's growth on the Teaching Performance Expectations (TPEs)—for a minimum of two (2) hours each week;
- C. Provide protected time for the Support Provider to work with the Intern within the school day in order to accomplish the expectations in B;
- D. Assign a Support Provider to Interns who have not yet earned an English Learner Authorization (ELA) 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;
- E. Attest that LEA within its jurisdiction that employs an Intern meets the following criteria, as per the Preliminary Multiple Subject and Single Subject Credential Program Standards of the CA Commission on Teacher Credentialing:
  - Has a fully qualified site administrator
  - Demonstrates commitment to collaborative evidence-based practices and continuous program improvement
  - Has partnerships with appropriate other educational, social, and community entities that support teaching and learning
  - Places students with disabilities in the Least Restrictive Environment (LRE)
  - Provides robust programs and support for English learners
  - Reflects, to the extent possible, socioeconomic and cultural diversity

- Permits video capture for candidate reflection and TPA completion

### Indemnification

Each Party to this agreement agrees to indemnify and hold each of the other Parties harmless against any and all liability, claims and damages arising out of or caused by that Party's negligent or intentional acts.

### Insurance

Each Party agrees to hold prior to the commencement of work a certificate of insurance stating that there is General Liability insurance presently in effect for each other with a combined single limit of not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$2,000,000 per occurrence. Additionally, each Parties' employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned. Evidence of Workers' Compensation insurance coverage will also be required (where applicable).

As collaborative Parties, the University and the LEA will provide teacher education and on-the-job support and supervision to beginning teachers.

### Term/Termination

This Agreement shall be effective as of the date executed by the last Party and shall remain in effect in perpetuity. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one Party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

### Independent Contractor

In performing any services herein specified, each Party shall be acting as an independent contractor to the other. Nothing contained in this MOU shall be construed to create a partnership or a joint venture between the Parties, or to authorize either Party to act as a general or special agent of the other Party in any respect, except as otherwise specifically set forth in this MOU.

### Equal Employment Opportunity

It is the policy of University that, in connection with all work performed under University's MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the University agrees to comply with applicable federal and state laws. In addition, the University agrees to the like compliance for all those employed on the work.

### Governing Law

The validity, interpretation and performance of this MOU shall be determined according to the laws of the State of California.

### Assignment

Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this MOU without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

### Severability

If any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

### Attorney Fees

In the event that any action is brought by either Party to enforce or interpret the terms of this MOU, each Party shall be responsible for their respective fees to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

### Captions

Captions and headings in this MOU are solely for the convenience of the Parties, are not a part of this MOU, and shall not be used to interpret or determine the validity of this MOU or any of its provisions.

### Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

### Contract Alterations

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.

### Waiver

A waiver of any breach of any provision of this MOU shall not be deemed a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

### Nonprofit Status

No Party shall do anything that would jeopardize any other Party's federal, state, or local tax exemptions (including, without limitation, federal tax-exempt status as an organization described

under Section 501(c)(3) of the Internal Revenue Code). Notwithstanding the other provisions of this MOU, if any Party is in jeopardy of the loss of any tax exemption as a result of this MOU, such Party shall have the right to terminate this MOU.

#### No Incentive Benefits

Both Parties certify that each has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of either Party, for the purpose of obtaining, or in connection with, this or any other agreement.

#### No Third Party Beneficiaries

Nothing in this Agreement shall be construed to create a legal right in any third party to enforce its terms or to subject either Party to liability for any failure to comply with its terms.

#### Force Majeure

Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

#### Conflict of Interest

Except as set forth herein, both Parties certify that no officer, employee, student or agent of either Party has been employed, retained, or paid a fee, or has otherwise received or will receive during the term of this Agreement any personal compensation or consideration by or from either Party or any of Parties' directors, officers, employees, or agents in connection with the obtaining, arranging, or negotiating of this Agreement without advance, written notification to either Party.

#### Entire Agreement

This MOU is the entire Agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of the MOU.

Notices

Notices required under this MOU shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

IF TO UNIVERSITY:

California State University, Northridge  
Director, CSUN Purchasing & Contract Administration  
18111 Nordhoff Street, UN 180  
Northridge, CA 91330  
(818) 677-2301  
(818) 677-6544 (fax)

**IF TO XXXXXXXX:**

*Please provide here the full name, title, and contact information for a representative, similar to the above that CSUN has provided. Please delete these three lines and provide the requested information. Thank you.*

Execution

By signing below, each of the following Parties indicate agreement to the stipulations in this MOU, verifies that interns do not displace certificated employees in participating districts, and that the Parties have authority to execute this MOU and to bind the Party on whose behalf their signature is made.

**California State University, Northridge**

Name: Deborah Flugum, Director, Purchasing & Contract Adm. Date \_\_\_\_\_  
Signature: \_\_\_\_\_

**XXXX**

*Please provide above, under the Notices section, the full name, title, and contact information for a representative, similar to the above that CSUN has provided. Please delete these three lines and provide the requested information in the Notices section above before signing. Thank you.*

Name: \_\_\_\_\_ Date \_\_\_\_\_  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date \_\_\_\_\_  
Signature: \_\_\_\_\_