

**Loyola Marymount University**  
**Teacher Education Intern Credential Program**  
*[Multiple, Single Subject, Education Specialist (mild/moderate),  
Administrative Services Credentials and Bilingual Authorization]*  
**and**  
**Alameda Unified School District**  
**Participating School District Intern Agreement**  
**Memo of Understanding**

**Purpose:** The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services and BCLAD Emphasis 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 Loyola Marymount University intern candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public schools to meet the growing need for qualified teachers. It is further agreed that an intern's salary will not be reduced to pay for supervision. Loyola Marymount University stipulated that interns' services meet the instructional needs for the Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services, and BCLAD Emphasis Credentials teachers in the participating district.

The University and the School District agree to the following conditions and services that apply to Interns who are, or will be, admitted to the University's credential programs through the University's departments and will be serving their education credential internship in the School District. Interns nominated by either the University or the School District shall be mutually acceptable to both the University and the School District, and shall be subject to a mutually acceptable placement within the School District.

**Loyola Marymount University agrees that:**

Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g. CSET/Multiple or Single Subjects Tests, or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.

Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0.

Candidates with undergraduate degrees in "professional education" cannot be admitted to the Single Subject or Education Specialist credential programs.

Each Intern shall have a minimum of one hundred twenty (120) hours of verified pre-service coursework, of which forty-five (45) hours will be related to English Learners (EL), as well as forty-five (45) hours of experience with students, including those who are English Learners in educational settings; or current Preliminary or Clear Credential valid EL Authorization; or passing scores on CTEL examinations.

Each Intern shall have passed U.S. Constitution coursework or examination.

Each semester, each Intern shall be provided a minimum of three (3) hours per week of adequate instruction, advising, encouragement and support, as appropriate, by University personnel, including but not limited to University faculty and University Fieldwork Instructors.

The University will provide program coordination as needed with the School District to manage the intern application and training process to ensure timely completion of credential coursework and filing for Intern and Preliminary Credentials with the California Commission on Teacher Credentialing (CCTC).

The University will select and train University Fieldwork Instructors based on the following qualifications:

- Current knowledge in the content area they teach.
- Understand 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.
- Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The University will ensure that University Fieldwork Instructors will observe and evaluate interns at least four times during a semester and allocate time with each Intern after each visit to discuss the observation.

The University will direct University Fieldwork Instructors to meet and consult with a District-employed supervisor as appropriate.

**Participating School District agrees that:**

Prior to an Intern assuming daily teaching responsibilities, the School District must validate that the Intern teacher meets the Commission's identified criteria.

Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by School District personnel, including but not limited to the school site faculty and the District-employed supervisor. Each District-employed supervisor will hold a valid Clear or Life Credential with English Language Authorization and will have completed three (3) years of successful teaching experience.

Each District-employed supervisor will have completed ten (10) hours training in University requirements or an equivalent as verified via the "LMU Verification of Professional Development for School Employed Supervisors" form. An online training module will be provided, monitored and paid for by the University.

Each Intern must be placed in classrooms that include English Language Learners (ELL) student(s) and student(s) identified with special needs.

Each Intern, at the discretion of the site administrator, may, on a limited basis, be released from other required School District meetings or activities, as needed, to observe other credentialed teachers, to meet with the District-employed supervisor, or to attend classes at the University.

If required, the School District will report numbers of Interns annually to the California Commission on Teacher Credentialing (CCTC) during an annual Intern census.

The School District agrees to allow the University Fieldwork Instructor to visit the Intern in his/her classroom during the university's academic semesters.

The principal will serve as the School District's evaluator of the Intern, complete required documentation in a timely manner, and meet with the university supervisor each year 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 Loyola Marymount Intern Program Director and a School District Administrator, at which time a decision will be made.

Each school must have a fully qualified administrator in accordance with University requirements, including someone who has one of the following:

- a. holds a valid California issued credential,
- b. holds an advanced degree (e.g. M.A., Ed.D.) in Educational Leadership or closely related field,
- c. completed an Educational Leadership program such as the Fisher Fellow Program,
- d. has a record of completing a successful administration at a school for at least five (5) years.

Administration agrees to allow the teacher candidate to conduct videotaped observations for the purpose of authentic mentor feedback and completion of CTC requirements. The Intern will be responsible for the acquisition of parental permission, which will be a form in compliance with the school administration's requirements and who will share said permission documents with the school administration.

Administration agrees to assign an Intern to the appropriate placement that meets the requirements and preparation program of the type of Intern Credential issued to the Intern. Assignments are communicated to the University in an "Employment Verification Form." University reserves the right to rescind the Intern Credential if the University deems that the new Intern assignment is not in compliance with the type of preparation program of the candidate."

#### **The University and the School District agree that:**

In total, a minimum of one hundred forty-four (144) hours of support/mentoring and supervision shall be provided to each Intern teacher per school year, including coaching, modeling, and demonstrating within the classroom, assistance with course planning, and problem solving regarding students, curriculum and development of effective teaching methodologies. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year, this taking into account the requirement for a minimum of two (2) hours every five (5) instructional days of adequate supervision.

The following additional support/mentoring and supervision shall be provided to an Intern teacher who enters the program without a valid English Learner authorization listed on a previously issued Multiple Subjects, Single Subject, or Education Specialist Teaching Credential; a valid English Learner of Cross-cultural, Language and Academic Development (CLAD) authorization:

- a) An additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English Learners shall be provided by the Commission-approved program (University) to an intern teacher who enters the program without a valid English Learner

authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential Teaching Credential or a valid English Learner authorization or Cross-cultural, Language and Academic Development (CLAD) certificate. The minimum support/mentoring and supervision provided to an Intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four (4) hours times the number of instructional weeks remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the Intern teacher's development of knowledge and skills in the instruction of English Learners.

- b) The California employing agency (School District) shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor who is providing general support and supervision, provided that the individual possesses an English Learner authorization and will be immediately available to assist the Intern teacher in working with English Learners.
- c) An individual who passes the California Teaching of English Learner (CTEL) examinations prior subsequent to the issuance of the Intern Credential may be exempted from the additional forty-five (45) hours of support/mentoring and supervision specific to the needs of English Learners.

#### **Reporting Obligations:**

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the School will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The School will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the School asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The school will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- The name, telephone number, e-mail address and residence address of the corps member/LMU student who reported that they experienced sexual or interpersonal misconduct;
- The name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- Description of the incident of sexual or interpersonal misconduct, including location, date and time.

**Mutual Indemnification; Limits on Liability:**

Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

**Insurance:**

Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

**General Terms:**

1. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This agreement 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.
2. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the notice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.

Notice to the University shall be scanned and emailed to: Jacqueline Hansen at [jhansen@lmu.edu](mailto:jhansen@lmu.edu)

Or mailed to  
Jacqueline Hansen  
Loyola Marymount University, School of Education  
1 LMU Drive, Suite UH-2100  
Los Angeles, CA 90045

Notice to the School District shall be scanned and emailed to: Sandy Wong at  
[swong@alamedaunified.org](mailto:swong@alamedaunified.org).

Or mailed to:

Sandy Wong  
Coordinator of Employee and Labor Relations  
Alameda Unified School District  
2060 Challenger Drive, Suite 300  
Alameda, CA 94501

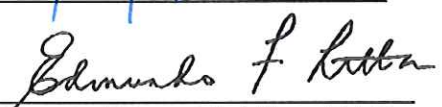
**Loyola Marymount University  
School of Education**

By:  \_\_\_\_\_

Timothy P. Chang

Title: Associate Dean for Business Services

Date: 1/28/19

By:  \_\_\_\_\_

Edmundo Edward F. Litton, Ed.D.

Title: Chair and Intern Program Director, Urban Education

Date: 1-28-19

**Alameda Unified  
School District**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Loyola Marymount University**

By:  \_\_\_\_\_

Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

Date: 1/29/19

## APPENDIX "A"

### DEFINITIONS:

**"Consent"** is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
  - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
  - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
  - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
  - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party; or



2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

**“Sexual Misconduct”** is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that person’s consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

**“Sexual Assault”** is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person’s consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

**“Sexual exploitation”** is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, etc.) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one’s genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

**“Interpersonal Misconduct”** includes Dating Violence, Domestic Violence and Stalking, as defined below

**“Dating Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party's statement with consideration of the following factors:
  - a. The length of the relationship
  - b. The type of the relationship
  - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

**"Domestic Violence"** is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is protected from that person's acts under California law.

**"Stalking"** is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition "course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person's property.

For the purposes of this definition "substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**"Sexual Harassment"** for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

1. submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
2. submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
3. the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.

**Letter of Commitment and Agreement  
Loyola Marymount University Intern Partnership  
with  
Alameda Unified School District**

**Alameda Unified School District** agrees to participate with **Loyola Marymount University** in the Teacher Education Intern Credential Program [Multiple, Single Subject, Education Specialist (mild/moderate), Administrative Services Credentials and Bilingual Authorization].

Intern teachers will be compensated on the regular salary scale for certificated teachers, and their salaries will not be reduced for supervision costs.

The **School District** supports the attached goals of the internship program and the **School District** agrees to provide appropriate support for the intern while in the program.

Signed:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Title \_\_\_\_\_  
School District Official

Date \_\_\_\_\_