Saint Mary's College of California
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SAINT MARY'S COLLEGE of CALIFORNIA
KALMANOVITZ SCHOOL OF EDUCATION

MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO PROVIDE EDUCATION SPECIALISTS, PUPIL PERSONNEL SERVICES, SCHOOL COUNSELING, EDUCATIONAL THERAPY, SCHOOL PSYCHOLOGY, SCHOOL ADMINISTRATION AND TEACHING INTERNS

This Memorandum of Understanding ("Agreement"), to provide pupil personnel services, school counseling, educational therapy, school psychology, school administration and/or teaching interns ("Interns") is entered into this 31st day of August 2012 ("Effective Date"), by and between **Saint Mary's College of California** ("College") and the San Leandro Unified School District ("District").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher, administrator training curricula and/or Saint Mary's students enrolled in counselor training curricula (collectively, "Interns"), in appropriate locations whereby Interns may gain practical teaching, administrator or counseling experience as an important element of the Interns' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher, administrator and counselor education institution providing classroom training and securing placement in various schools and school districts for practical training as Interns, and District benefits from the services and assistance of Interns in District's teaching, administration and counseling environments; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by District in any amount not to exceed the actual cost to District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, College and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide experience for Interns in the schools or classes of District, not to exceed **ten (10)** Interns from College possessing valid certificates of clearance and assigned by College to teach or practice in the schools and classes of District. Such teaching or practice shall be

provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and College, through their duly authorized representatives, may agree upon. This supervision agreement includes a 3-way evaluation at the end of each semester of the placement in the District. This evaluation includes the District administrator, College supervisor, and the Intern. Because the College's program is a continuous credential pathway, District shall provide a support provider for each Intern for the duration of the placement.

B. District shall employ Interns placed in District in paid positions as classroom teachers, pupil personnel services providers, school counselors, educational therapists, school psychologists or school administrators during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for Interns, including but not limited to Interns' tax withholdings, workers' compensation, unemployment compensation, the acts and omissions of Interns, and any employee benefits, statutory or otherwise.

C. "Practice or Student Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching or the clinical or administrative practicum at a school site under the direct supervision and instruction of employees of the District holding valid life diplomas, credentials or other applicable certifications issued by the State Board of Education, other than Emergency, Intern, or Provisional credentials, authorizing them to serve as classroom teachers, counselors, psychologists, or principals in the schools or classes in which the practicum is provided.

D. District may, for good cause, refuse to accept Interns of the College assigned to teach or practice in District. District may, for good cause, terminate an Intern's employment at District, thus ending Intern's internship at District. In either case, College shall not interfere with District in its decision.

E. The assignment of an Intern to teach or practice in District shall be deemed effective for the purpose of this Agreement as of the date the Intern presents a *valid internship permit* to the District.

II. COLLEGE RESPONSIBILITIES

The assignment of an Intern to teach or practice in the schools or classes of District shall be at the discretion of College and shall be for a maximum period of two academic years. College may give Interns more than one assignment to work in such schools or classes. If District seeks a good cause termination of Intern's employment, as described in section I above, College will thereafter terminate the Intern's internship with District.

III. INDEMNITY

College agrees to protect, hold harmless, indemnify and defend District (including its officers, officials, and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, to the extent arising from the negligence of the College.

District agrees to protect, hold harmless, indemnify and defend College (including its trustees, officers, regents and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, arising out of the negligence of District. Furthermore, District, being the employer of Intern, will fully indemnify College for any employment related claim made by Intern or arising out of Intern's services or employment, including claims by third parties regarding Intern's employment related conduct.

IV. INSURANCE

District agrees to keep in full force and effect, during the term of this Agreement, insurance to meet the obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Medical Professional Liability with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the College.

District shall cause to be issued to College evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

V. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to resolve the dispute by a direct mutual meeting within thirty (30) days after the dispute has arisen, the parties may take appropriate legal action.

VI. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the *31st* day of *August 2012* and shall terminate on the *31st* day of *July, 2014*.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any Intern who at the date of mailing of the notice by District was receiving practical experience through an internship within District until the Intern has completed his or her internship, except at the election of College.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicabl e Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California with venue for all disputes in the Superior Court of Contra Costa County.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. In the event that District has specific policies and procedures that may relate to College's direct receipt of confidential information, College will agree to comply with such policies and procedures upon presentation of the policies and procedures.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To College:

Dean Phyllis Metcalf-Turner
Saint Mary's College of California
Kalmanovitz School of Education
1928 St. Mary's Road
Moraga, CA 94575

With a copy to:

General Counsel
Saint Mary's College of California
1928 St. Mary's Road
Moraga, CA 94575

To District:

Mary Patterson, Human Resources
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

H. Non-Discrimination. In compliance with applicable law and its own policies, College is committed to recruiting and retaining a diverse student and employee population and does not discriminate in its admission of students, hiring of employees, or in the provision of employment benefits to employees and educational programs, activities, benefits and services to students, including but not limited to scholarship and loan programs, on the basis of race, color, religion national origin, age, sex/gender, marital status, ancestry, sexual orientation, medical condition or

physical or mental disability. District represents and warrants that it has the same or a substantially similar non-discrimination policy that covers each item identified herein.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between College and District; rather it is an affiliation between independent contractors, these being College and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, and shall be binding upon them as of the Effective Date.

Saint Mary's College of California	San Leandro Unified School District
By: _____	By_____
Peter A. Michell	Name: John Thompson
Vice President for Finance	Title: Senior Director II, Human resources
Date: _____	Date: _____

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Saint Mary's College offers an internship program for Single Subject, Multiple Subject and Mild/Moderate and Moderate/Severe credentials with local school districts. The program and district will provide the candidates with the initial intensive preparation portion of the program.

As the signatures below attest, the program has the support of both the district and its bargaining unit in this request.

San Leandro Unified School District
Name of District

_____
Date

_____
Signature of District Representative

_____
Signature of Bargaining Unit Representative