**Saint Mary's College of California**
P.O. Box 4350, Moraga, CA 94575-4350
tel. 925.631.4700 fax 925.376.8379
www.stmarys-ca.edu/soe

KALMANOVITZ
SCHOOL OF
EDUCATION

May 30, 2013

Dear Superintendent/Asst. Superintendent or H.R. Specialist:

Enclosed please find two copies of the 2013-2014 agreement between Saint Mary's College and your district for student intern placements. Please sign and return both of the enclosed agreements to our office as soon as possible, in care of:

Laurie Aguirre – Business Services
Kalmanovitz School of Education
Saint Mary's College of California
P. O. Box 4350
Moraga, CA 94575-4350

We will obtain countersignature and will send you one fully executed document for your files.

To ensure prompt payment for your services, please mail all 2013-2014 invoices **prior** to June 1, 2014 to: Business Services, Kalmanovitz School of Education, Saint Mary's College, P.O. Box 4350, Moraga, CA 94575. No invoices will be paid if received after June 1, 2014.

We look forward to this partnership as we work together in preparing highly qualified teachers and counselors. If you have questions, please feel free to call me (925) 631-4135.

Sincerely,

Vincent S. Nicosia
Director of Business Operations

Enclosures

VSN/LAA

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KALMANOVITZ SCHOOL OF EDUCATION

# SAINT MARY'S COLLEGE OF CALIFORNIA
# STUDENT PLACEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and San Leandro Unified District of Alameda County ("Institution") on this 15th day of August 2013 ("Effective Date").

## RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor or psychology training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, school counseling or school psychology experience as an important element of Students' 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 and counselor education institution that enrolls Students in a teacher training and/or a school counselor or school psychology education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching, school counseling or school psychology environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

## TERMS

**1. Incorporation of Recitals**
The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

**2. Term**
This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of August 2013 and ending before the fifteenth day of August 2014.

**3. Definitions**
3.1 *"Student Teaching"* means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. *"Student teaching"* further means, as appropriate, *"School Counseling or School Psychology Field Experience"* which is the active participation in the duties and function of school counseling under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in Institution classrooms and programs in which school counseling or school psychology field experience is provided.

3.2 *"Location"* means any applicable Institution site or campus when Institution is a public school district with multiple locations or campuses on which Student Teaching, School Counseling or School Psychology will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then "Location" shall be read to mean "Institution.

3.3 *"Master Teacher"* means the Institution teacher, school counselor or school psychologist, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to Students assigned to the Location. Also referred to as *"Field Supervisor"* in the context of school counseling or school psychology.

**4. Parameters**

4.1 Institution and Saint Mary's shall, from time to time, adjust the number of Students per semester that will be placed with Institution.

4.2 Saint Mary's shall pay to Institution a fee of twenty-five dollars ($25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received by Saint Mary (Attn: School of Education, unless otherwise directed) by June 1, 2014 to be eligible for payment.

**5. Obligation of Institution**

5.1 Institution shall provide Students with hands-on experience through Student Teaching, School Counseling or School Psychology in a classroom or other appropriate environment.

5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching, School Counseling or School Psychology requirements of the Saint Mary's credential program as may be necessary for the Student to earn his/her semester units.

**6. Obligation of Saint Mary's**

6.1 Saint Mary's may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).

6.2 The assignment of a Student to practice teach or practice school counseling or school psychology at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary's effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.

**7. Fee Computation**

Saint Mary's will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary's shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1, 2014**, Institution shall submit to Saint Mary's any final invoices for payment.

**8. Termination**
This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day's advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

Institution, for good cause, may refuse to accept for Student Teaching, Student School Counseling or School Psychology, any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

**9. Applicable Laws, Codes and Regulations**

9.1 Saint Mary's, upon written request by Institution and upon receipt of appropriate materials from Institution, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary's any laws, codes, or regulations of which Saint Mary's students must be informed.

9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

**10. Relationship of Parties**
This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

**11. Indemnity**

11.1 Saint Mary's agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising our of or related to the negligence or intentional wrongful acts of Saint Mary's.

11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary's from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

**12. Assignment**
This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

**13. Notices**
All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary's:

Attn: Vince Nicosia
Saint Mary's College of California
P. O. Box 4350
Moraga, CA 94575-4350
Telephone: (925) 631-4135
Facsimile: (925) 376-8379

If to Institution: (please complete below)

Attn: _____
_____
_____
_____
_____
_____

**14. Governing Law**
This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

**15. Entire Agreement**
This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

**16. Severability**
If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

**17. Non-Waiver**
The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be 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.

**WHEREFORE**, each party has caused this Agreement to be executed, in no fewer that two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY'S COLLEGE OF CALIFORNIA:

_____
Peter A. Michell, Vice President for Finance
Saint Mary's College of California

Date: _____

INSTITUTION:

_____
_____
_____

Date: _____