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MEMORANDUM OF UNDERSTANDING

between

SAN JOSÉ STATE UNIVERSITY and SAN LEANDRO UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (the "MOU") is entered into by and between the State of California through the Trustees of the California State University on behalf of San José State University (the "University" or "SJSU"), and San Leandro Unified School District (the "District"), and is effective as of 10-25-19 (the "Effective Date").

RECITALS

1. The California Commission on Teacher Credentialing (the "Commission" or "CCTC") sets standards for, educator preparation for the public schools of California and the licensing and credentialing of professional educators in the State of California.
2. San José State University operates a Commission-approved and accredited teacher preparation program that satisfies Education Code section 44373(c). The University's Department of Special Education offers Education Specialist Credential programs for individuals who want to teach students and young children with disabilities.
3. San Leandro Unified School District, (the "District"), a "public school employer" within Commission guidelines, is a public school district operating in California. The District occasionally serves as an employing agency that elects to employ certain individuals with an Intern credential.
4. Internships allow an individual to complete the preparation program while employed in a public school setting and holding a Commission issued Intern credential. Intern programs are a partnership between the Commission approved program sponsor and the California employing agency. The supervision and support of the intern is a joint responsibility between the Commission-approved program and the employer. Both are equally responsible for assuring that the individual teaching on an Intern credential have received the required support and supervision. This Memorandum of Understanding formally establishes a relationship between the parties who pledge to coordinate their work, allocate resources appropriately, and share responsibility with each other to meet Commission preparation standards.

The University and the District agree as follows:

1. SHARED RESPONSIBILITIES

Both University and District are equally responsible for assuring the following occur:

A. Counsel the intern and develop a plan to complete the requirements to earn a credential in the content or specialty area(s) of the Intern credential. University, the District and the intern shall concur on the program planned. Both are responsible for the timely and proper progress of the plan.

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B. Identify the individual(s) and the roles/responsibility related to:
   a. Weekly course planning
   b. Coaching within the classroom
   c. Problem-solving regarding students
   d. Curriculum, and
   e. Teaching

C. Establish the process for communication between the principal or evaluator, or other District designee and the University Advisor.

D. Provide each intern a minimum of one hundred forty-four (144) hours of support/mentoring and supervision 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 who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision should be provided to the intern every five instructional days.

E. Clearly define the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization ("ELA").

F. For those interns who lack a valid ELA, provide an additional forty-five (45) hours of support/mentoring and supervision specific to meeting the needs of English learners. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern's development of knowledge and skills in the instruction of English learners. The program and the employer can collaboratively decide to provide or discontinue the additional forty-five (45) hours of support/supervision based upon the knowledge, skills and abilities of the intern teacher.

G. Provide content specific coaching.

2. UNIVERSITY'S RESPONSIBILITIES

A. University is responsible for ensuring that the intern in their program is supervised and there is adequate support.

B. Provide candidate with a minimum one hundred twenty (120)-hour preservice component that develops requisite knowledge and skills prior to entering the classroom in a sustained, intensive and classroom-focused manner. This preservice component must be completed prior to issuance of an initial intern teaching credential.

C. Assign a qualified University Supervisor who has expertise in the following: (i) current public school policies, (ii) the process for providing special education services, (iii) the ability to model best professional practices in teaching and learning, scholarship and service, (iv) knowledge of diverse abilities, cultural, language, ethnic and gender diversity, and (v) the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

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D. Articulate specific responsibilities of University Supervisor including allocation of time/frequency of observations and/or coaching.

E. Provide a University Advisor during the extent of the internship and monitor the successful completion of all requirements during the internship period.

F. Review and monitor the documentation of the qualifications of the Support Provider on the "Support Provider Information Sheet".

G. Provide training seminars each semester for University Supervisors and Support Providers.

H. Receive and review the Support Provider and University Contacts forms at the end of each semester.

I. Provide information and paperwork for the process to apply for the Intern Credential (through the SJSU Credential office); sign the Intern Agreement Letter for the credential application that indicates the candidate meets all requirements for the intern credential.

J. Provide a week-long, forty five (45) hour total, summer Intern Institute that provides pre-service seminars related to topics requested by the schools and required by CCTC.]

K. Provide University supervision for at least 40 hours each year of the two-year Intern program in the form of a supervision class as per the following (that is pro-rated if the Intern starts the program during the year):

i. 15 hours of supervision and 10 hours of seminars (EDSE 105) the first semester
ii. 15 hours of a supervision seminar (EDSE 105X: Intern Support Seminars) in the second and third semesters
iii. 15 hours of supervision and 10 hours of seminars (EDSE 217A or EDSE 154 Directed Teaching class) the last semester

L. Monitor and review the communication between the Support Provider and University Supervisor.]

3. DISTRICT'S RESPONSIBILITIES

A. District is responsible for ensuring that the intern that they have hired is supported and there is adequate supervision.

B. Clearly articulate terms of employment, including evaluation process of site-support.

C. Identify a mentor for the intern that possesses a valid, corresponding clear teaching credential and a minimum of three years of successful teaching experience (the "Support Provider").

D. Assign candidates to assume the functions authorized by the teaching credential; Interns will teach only in the subject area in which they intend to be licensed, at the school identified on the Intern Credential and will be paid a first year salary based on their placement on the certificated salary schedule.

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E. Assign a Support Provider who has a valid corresponding Clear or Life Credential, three years of successful teaching experience and ELA (if responsible for providing specified ELA support). The ELA support can be an alternate individual if necessary, providing the same level of support.

F. Designate protected time for the new Intern to meet with/work with the Support Provider and any other support personnel within the school day including clearly defined expectations for type/frequency of support.

G. Evaluate the Support Provider, subject to the terms and conditions of any collective bargaining agreement to which the District is a party.

H. Provide substitute teachers for five days each year of release for the Intern to observe Master Teachers and exemplary programs.

I. Attend the Support Provider and/or University Supervisor meetings each semester.

J. Document the hours and type of contact and support provided to the Intern by completing the Support Provider or University Supervisor Contact form with each contact or visit, provide the Intern with a copy of the form and at the end of the semester submit the contacts pages to the Department of Special Education for review.

4. STATUS OF UNIVERSITY AND DISTRICT

A. The University represents and warrants that it is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.

B. The District represents and warrants that it (1) has the legal authority to enter into this Agreement; and (2) has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.

5. INSURANCE

The District shall provide both general liability insurance and workers compensation insurance for any University students participating in the Program as employees of the District.

6. INDEMNIFICATION

A. The District agrees to indemnify, defend, and hold harmless the University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the District's negligence, or in proportion to the District's comparative fault.

B. The University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault.

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7. TERM AND TERMINATION

   A. This Agreement shall be effective as of the date first written above and shall remain in effect for five years from the Effective Date (the "Initial Term"). This Agreement shall expire at the end of the Initial Term.

   B. This Agreement may be terminated at any time without penalty by 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 students then participating in the Program, until the students complete their training for the semester in which termination occurs.

8. GENERAL PROVISIONS

   A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

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

   C. Counterparts. This Agreement 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.

   D. Entire Agreement. This Agreement, including any attached exhibits or agreements referenced in Sections I.A, is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

   E. Endorsement. Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product or service, or any right to advertise, promote, or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by the University, its officers or employees.

   F. Survival. Upon termination of this Contract for any reason, the terms, provisions, representations, and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

   G. Severability. If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of the Agreement and any other provision not held to be invalid.

   H. No Agency. Nothing herein shall be construed to create an agency relationship between the Parties.

   I. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

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J. Notices. Notices required under this Agreement shall be sent to the parties by mail, postage prepaid, at the addresses set forth below (or authenticated online):

TO UNIVERSITY:

One Washington Square
San Jose State University
San Jose, CA 95192-0078
Attn: Lisa Simpson
Department of Special Education

TO DISTRICT:

San Leandro Unified School District
835 East 14th Street
San Leandro, CA 94579

Attn: Jessica Bonduris
Senior Director, Personnel Services

9. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SAN JOSÉ STATE UNIVERSITY Office of Contracts & Purchasing Services	SAN LEANDRO UNIFIED SCHOOL DISTRICT
By: DocuSigned by: Barb Keltner 270D5308C1D54C4...	By: _____
Barb Keltner	
Title: SJSU Contract Analyst	Title: Jessica Bonduris, Senior Director, Personnel Services

Return executed copy to:

barbara.keltner@sjsu.edu