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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, AND TEACHING INTERNS

Required by Revised CTC Policy
CTC Program Sponsor Alert 13-06, July, 2014

This Memorandum of Understanding ("Agreement"), to provide pupil personnel services, school counseling, educational therapy, school psychology, and school teaching interns ("Interns") is entered into this 6th day of January 2020 ("Effective Date"), by and between **Saint Mary's College of California** ("College") and **San Leandro Unified School District** ("District").

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 training curricula (collectively, "Interns"), in appropriate locations whereby Interns may gain practical teaching 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 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 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. Responsibilities Shared by Saint Mary's College and the District

A. The College and the District share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and

supervision in general education and/or special education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners. (See appendix A)

B. Consistent with CTC policy, Interns who begin their assignment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision equal to four hours times the number of instructional weeks remaining in the school year.

C. Interns who are (a) appointed at a time base of less than 1.00 FTE or (b) appointed after the start of the school year, shall receive the appropriate prorated levels of all support mentioned in this MOU (sections 2.0, 4.0, 5.0, 6.0, Appendix A).

D. A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.

E. The District certifies that this MOU has been reviewed and approved by the local organization representing the District's teachers in collective bargaining.

II. The College Personnel and Resource Support

A. College Program Intern Coordinator

College Intern Coordinator will: (a) Support all program Interns; (b) Assist and monitor all Interns and College Supervisors, and (c) Work closely with the District's Employer Provided Mentors. The College Program Intern Coordinator will provide training to all College Supervisors (CS) and will coordinate training of Employer Provided Mentors (EPM) with the district. The College Program Intern Coordinator will monitor the intern's completion of the Intern Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

B. College Supervisor

The College shall designate a College Supervisor (CS) to provide support, mentoring and supervision. It shall be the responsibility of the College to provide compensation and/or release time to the CS. The CS shall possess each of the following qualifications:

a. Current knowledge of the content the intern teaches,
b. Understanding of the context of public schooling,
c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
e. Thorough grasp of the academic standards, accountability systems that drive the curriculum of public schools

III. District Personnel and Resource Support

A. Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each Intern. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

a. Valid corresponding Clear or Life credential (same as the Intern will earn)
b. Three years successful teaching experience, and
c. English Learner (EL) Authorization

B. College Supervisor – Employee Provided Mentor Meetings

The intern, the CS and the EPM shall meet in person at least **3** times per semester (once every 4-6 weeks) to discuss the Intern's progress. The CS and the EPM shall be in contact at least once every two weeks.

C. Release Time
The District shall provide at least 25 hours of release time each school year per intern for the EPM. The District shall provide at least 25 hours of release time each school year for each Intern. These hours are beyond the EPM's and Intern's preparation time. No intern's salary may be reduced by more than 1/8 of its total pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. *Reference: Education Code Section 44462.*

D. Employee Provided Mentor Training
The District is responsible for the training of EPMs with the assistance of the College Program Intern Coordinator.

IV. College Provided Support, Mentoring, and Supervision

A. General Education **and/or Special Education** Observations by College Supervisor
B. 12 visits to observe the Intern teaching, followed by one-on-one conferences totaling at least **24 hours**.
C. EL Observations by College Supervisor
D. 6 visits to observe the Intern teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **12 hours**.
E. Email and Phone Support by College Supervisor
F. CS will provide **30 hours** per academic year of support and mentoring via email and phone
G. Intern Seminars
H. Interns will receive face-to-face seminars as part of college coursework for a total of **12 hours**.
I. Intern Support Record
J. The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream a minimum of **10 hours**.

V. District Provided Support, Mentoring, and Supervision

(General Education **and/or** Special Education Support and Supervision by Employee Provided Mentor.)
A. The Employee Provided Mentor (EPM) will provide a minimum of **26 hours** of support/mentoring and supervision during the school day, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies
B. English Learner Support and Supervision by Employee Provided Mentor
C. The EPM will provide a minimum of **10 hours** of support and supervision related to English Learners during the school day.
D. District and School Site Professional Development and Meetings
Interns will attend a minimum of **60 hours** of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Develop Seminars.

VI. Additional Support Provided by the College and District (Shared Responsibility)

A. The CS, the EPM, and the intern will meet at least six times (3 per semester) for a minimum of **6 hours**.
B. Individualized Intern Plan
   a. The CS, EPM, and the Intern shall develop the Individualized Intern Plan (IIP) during the first three weeks of school year.
   b. The IIP will specify the support, mentoring, and supervision the Intern will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
   c. The plan shall be approved by the College Program Intern Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
   1. Observation of others teaching

2. Supervision of the Intern
3. Conferences, in person
4. Email or telephone conferences
5. Grade level/department meetings
6. Instructional planning
7. Logistical help before or after school (bulletin boards, seating arrangements)
8. Participation in District or Regional conferences
9. Review and discuss test results
10. Editing work-related writing (letters to parents, announcement, etc.)
11. Completion of interactive journal (Intern and either CS or EPM)
12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers

VII. Accountability

A. Intern Contract
- a. Each Intern will sign a contract agreeing to the terms and responsibilities outlined in the contract and MOU.
- b. The Intern Contract will include the names of the College Supervisor and the Employer Provided Mentor.
- c. By signing the contract the intern acknowledges that the internship may be revoked if the terms are not met.
- d. The internship will commence only after a signed contract has been submitted by the intern to the Program Coordinator.

B. Individual Intern Profile
- a. The College will maintain a computer-based Individual Intern Profile (IIP) for each Intern, summarizing the type and quantity of Support/Mentoring and Supervision each Intern receives
- b. The College, the District, and the Intern will all provide information, as requested, to the College Program Intern Coordinator.
- c. Intern will register and provide all information as required by the Intern Contract and this MOU.

C. Intern Support Record
- a. Each College intern will complete an Intern Support Record each semester, documenting the support received from College and District personnel
- b. The College Program Intern Coordinator will monitor completion of the Intern Support Records on Task Stream.

D. Oversight by The Director of Assessment and Accreditation
- a. The College Director of Assessment and Accreditation, working with the College Program Intern Coordinator, shall make recommendations to the College Chair of the Department of Education, the Program Coordinators, and the Dean of the Kalmanovitz School of Education regarding the performance of the College Supervisors and the performance of the District in meeting all requirements including in this MOU.
- b. The Director of Assessment and Accreditation is responsible for reporting compliance with the Intern Support requirements to CTC.

E. Oversight by the Dean of the Kalmanovitz School of Education (KSOE)
- a. The KSOE Dean or his/her designee shall notify appropriate District administrators if the College has concerns about the performance of District personnel
- b. If the District does not provide the support specified in this MOU, the intern will be placed in an alternate site as deemed appropriate by the Program Coordinator.

F. Oversight by District Administrator

a. Appropriate District administrators shall notify the Dean of the KSOE if they have concerns about the performance of College personnel.

VIII. 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.

IX. 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.

X. 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.

XI. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the ***6th*** **day of** ***January, 2020*** and shall terminate on the ***31st*** **day of** ***August, 2022***.

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. Applicable 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 other's 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:

If to College:	**If to District:** (please complete below)
Saint Mary's College of California	Attn: _____
KSOE C/O Dora Scott	_____
1928 St. Mary's Rd., PMB 4350	_____
Moraga, CA 94575	_____
Telephone: (925) 631-4722	_____

H. Family Educational Rights and Privacy Act. All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

I. General Data Protection Regulation. The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations ("GDPR") of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

J. Clery Act. Institution agrees that it shall provide to Saint Mary's statistics on crimes taking place in the vicinity of Institution as required by the Clery Act. Such statistics will be made readily available to Saint Mary's upon request.

K. 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.

L. 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
Signature: _____	Signature: _____
Susan H. Collins	Name: _____
Vice President for Finance and Administration	Title: _____
Date: _____	Date: _____

Appendix A

Intern Support: A Shared Commitment to Excellence in Teaching

190 Hours of Support per School Year

SMC Support: College Supervisor (CS),College Program Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
Regular Ed/Special Ed: CS Observations and Conferences • 12 observations of the Intern teaching and follow-up conferences (2 hours each) EL: CS Observations and Conferences • **6 observations** of the Intern teaching EL and follow-up conferences (2 hours each) **Total 36 hours** **(1 hour per week)**	Regular Ed/Special Ed: EPM Support, Mentoring and Supervision • **26 hours** of support, mentoring, and supervision within the school day EL: EPM Support and Supervision • **10 hours** of support, mentoring, and supervision related to English Learners during the school day **Total 36 hours** **(1 hour per week)**	Intern, CS, EPM Meetings • The intern, the CS and the EPM (and EPM-EL) shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the Intern's progress. • During the first meeting the intern, the CS and the EPM will develop an Individualized Intern Plan (IIP), describing the support, mentoring and supervision the intern will receive The plan shall be approved by the College Program Intern Coordinator. **Total 6 hours**
CS Email, Phone Support • CS will provide **30 hours** per academic year of support and mentoring via email and/or phone **Total 30 hours**	District/School-Sponsored Professional Development and Meetings • Interns will attend a minimum of 60 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars **Total 60 hours**	The CS and the EPM (and EPM-EL) shall exchange emails at least once every two weeks
Intern Seminars • Faculty will lead face-to-face seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (one seminar embedded in coursework per semester) **Total 12 hours**		.
• The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream **Total 10 hours**		