Notre Dame de Namur University
Memorandum of Understanding and Agreement
to Provide Education Specialist and Teaching Interns

Mike McLaughlin, Superintendent
San Leandro Unified School District
835 East 14th Street, Suite 200
San Leandro, CA 94577 510.895.4182
mmclaughlin@sanleandro.k12.ca.us

This agreement is between San Leandro Unified School District ("District") and Notre Dame de Namur University ("University"), who may be referred to collectively as the parties.

RECITALS

University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential and Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs

The District is authorized under Education Code 44320 et seq, to cooperate with institutions of higher education in providing training and experience to credential candidates.

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate and may be referred to below as intern mentor/liaison.

University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to credential candidates and intern mentor/liaison. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of five (5) years beginning June 30, 2020 and ending June 30, 2025, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to interns. The regulations (California Education Code §44321) were approved and made part of law effective 2014.
Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each intern teacher including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a liaison/mentor or other designated individual who meets the Commission's specified criteria prior to an intern assuming daily teaching responsibilities.
- An additional 45 hours per year (**23 hours per semester**) of support/mentoring and supervision specific to meeting the needs of English learners is required for 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 or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor/liaison. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the intern's first day as teacher of record, provide each intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the university supervisor to support the intern in achieving competency in the Teaching Performance Expectations. District will verify, per CTC requirements, that the district-employed mentor/liaison holds a Clear Credential in the content area for which he/she is providing supervision, a minimum of three years of content areas K-12 teaching experience, has demonstrated exemplary teaching practices, and has been prepared by the district for the roles and responsibilities of a mentor/liaison.
2. Provide new teacher orientation, on-going support and other clinical/professional experiences for interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
3. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
4. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by an intern.
5. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that intern candidates have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, basic skills, subject matter competence, Negative TB test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, satisfactory completion of one standard student teaching placement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.

3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by an intern in the school.
5. University will guarantee that intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct credential candidates/interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.
9. Per California Commission on Teacher Credential (CTC) Preliminary Multiple and Single Subject Teaching Credential Program Standard 3D: Clinical Supervision, in collaboration with the district, the program will provide and/or verify that the "district employed supervisors have a minimum of 10 hours of initial orientation to the program curriculum as well as professional develop in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices."

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIASION RESPONSIBILITIES

1. Collaborate to ensure that the intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities (*Intern Support and Supervision Record*) that satisfy CTC support and supervision requirements to assist the intern teacher in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the intern in creating networks with faculty, staff, and administrators who can provide additional support.

INTERN RESPONSIBILITIES

1. Document required hours weekly using the University *Intern Support and Supervision Record.*
2. Review the *Intern Support and Supervision Record* with both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.
3. Submit signed *Record* at the end of each month to the University.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for an intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of an intern who is terminated by the District.

LIABILITY INSURANCE

The University and the District shall each maintain automobile liability, general liability, and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

WORKERS' COMPENSATION

The University and the District shall each maintain workers' compensation coverage applicable to their respective employees. The University agrees to maintain workers' compensation coverage for employees to which this Agreement applies, and such coverage will be the only such coverage applicable to such employees. By virtue of the coverage provided by the University, the District will also be considered to have secured payment of compensation for such individuals as provided in subd. (d) of section 3602 of the Labor Code.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.
District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

4. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Gregory B. White 3/10/2020

Gregory B. White, Ph.D. VP for Academic Affairs Date
Notre Dame de Namur University
1500 Ralston Avenue, Belmont, CA 94002

_____

Superintendent/Chief Business Officer (District) Signature Date

_____

Print - District Officer Name and Title

NDNU Contact
Aspo Normantas
1500 Ralston Ave., Belmont, CA 94002
650-508-3430 - Please email fully executed MOU to anormantas@ndnu.edu