

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

This agreement (the "Agreement") is between [**insert district name**] ("District") and Notre Dame de Namur University ("University"), who may be referred to collectively as the parties. This Agreement supersedes and replaces all prior Education Specialist and Teaching Interns agreements between the Parties.

RECITALS

University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate Support Needs and Extensive Support Needs) Teaching Credential and Preliminary Multiple Subject Teaching Credential and/or Single Subject Teaching Credential with English Learner Authorization (ELA) (referred to as Credential Candidate or Intern Teacher) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs. Individuals qualified for and granted CTC Intern Credentials are District employees.

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 [**insert month, day, year**] and ending [**insert month, day, year**], 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 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 became effective in 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 five hours of support/mentoring and supervision must be provided to an Intern Teacher every five instructional days.** The University Supervisor and District Intern Support Provider will collaborate on meeting this requirement.
- The District must identify an Intern Mentor/Liaison or other designated individual who meets the CTC's specified criteria prior to an Intern Teacher 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 Intern 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 Teacher's first day as teacher of record, provide each Intern Teacher with a certified, experienced district-employed Intern Mentor/Liaison who will work collaboratively with the University Supervisor to support the Intern Teacher in achieving competency in the Teaching Performance Expectations. District will verify, per CTC requirements, that the district- employed Intern 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 an Intern Mentor/Liaison.
2. The District will provide each Intern Teacher with supervised internship experience. The District's Intern Mentor/Liaison(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Intern Mentor/Liaison will provide the Intern Teacher with at least five hours of face-to-face supervision per week for the duration of the

internship. Supervision may be shared among more than one qualified District staff member.

3. 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 Intern Mentor/Liaison.
4. 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.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by an Intern Teacher. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct Intern Teacher in District and school policies regarding child abuse reporting, sexual harassment, and professional conduct.
7. The University and the District certify that interns do not replace certificated employees in the District.
8. The University and the District authorize the candidate in an intern program to assume the functions that are authorized by the regular standards credential.
Reference: Education Code Section 44454
9. The University and the District stipulate that the interns' services meet the instructional or service needs of the participating district(s). *Reference: Education Code Section 44458.*
10. District acknowledges the contracting of a University candidate as an Intern Teacher pursuant to this Agreement demonstrates the lack of available qualified certificated persons holding the credential to fill the position for which the intern has been retained.
11. District acknowledges that, for the NDNU University Intern Program, no intern's salary may be reduced by more than 1/8 of its total to 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.
12. District acknowledges that each intern certificate will be valid for a period of two (2) years. However, a certificate may be valid for three (3) years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four (4) years if the intern is participating in an intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.

In accordance with the CTC Literacy Instruction Certification Requirements (SB 488, Chap.678, Stats 2021), the University and District will work collaboratively to ensure that:

1. Multiple Subject and Education Specialist Interns are placed in clinical practice settings that provide opportunities for candidates to demonstrate satisfactory research-based comprehensive reading knowledge of and ability to teach organized, systematic, explicit skills including phonemic awareness, explicit phonics and decoding skills in clinical settings that prepare candidates to take/pass the CTC approved literacy performance assessment that includes a focus on foundational literacy skills and the additional cross cutting themes in literacy. Education Code Section 44259(b)(4)(A)(i) and (B)

2. Multiple Subject and Education Specialist Interns are placed in clinical practice settings that provide opportunities for candidates to demonstrate satisfactory research-based knowledge of and ability to teach a strong literature, language, and comprehension component with a balance of oral and written language. Education Code Section 44259(b)(4)(A)(ii)
3. Multiple Subject and Education Specialist Interns are placed in clinical practice settings that prepare candidates to understand and implement research-based ongoing diagnostic techniques and inform teaching and assessment as well as early intervention techniques, as appropriate to the credential and as identified in the California Teaching Performance Expectations (TPEs) and standards. Education Code Section 44259(b)(4)(A)(iii) and (iv)
4. Multiple Subject and Education Specialist Interns are placed in clinical practice settings that provide opportunities for candidates to observe and practice the concepts and strategies included in the *California Dyslexia Guidelines*.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Intern Teacher(s).
2. University will guarantee that Intern Teacher(s) have met 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 Intern Mentor/Liaisons 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 Intern Teacher(s) in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Intern Teachers' performances in the District's classrooms (minimum 6 per semester).
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 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 Teacher receives a minimum of five hours of support/mentoring and supervision every five

instructional days.

2. Collaborate to ensure that the Intern Teacher 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 Teacher in creating networks with faculty, staff, and administrators who can provide additional support.
5. Meet with the Intern Teacher in a 3-way conference at the beginning of the semester to identified goals aligned with the California Teaching Performance Expectations (TPEs). The goals will be reviewed in a 3-way conference at mid-semester and end of the semester when the Evaluation of Student/Intern Teacher Effectiveness form is completed and updated by the Intern Teacher, District-Employed Supervisor(s) and University Supervisor.

INTERN TEACHER RESPONSIBILITIES

Provide services to District pupils only under the direct supervision of District staff.

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 Intern 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 Credential 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 of the Intern Teacher's assignment in the District. The University will notify the CTC to withdraw the intern credential of an intern who is terminated by the District.

LIABILITY INSURANCE

The University shall maintain a policy of commercial general liability insurance (including personal injury and property damage with limits not less than \$1 million per occurrence, \$2,000,000 aggregate, with no exclusion for sexual abuse or molestation. University shall maintain an Excess Liability policy of \$25,000,000 per occurrence, \$25,000,000 aggregate including abuse. General Liability and Excess Liability policies will cover Intern Teachers and name District as an additional insured under such insurance policy or policies. Further, University agrees to maintain professional liability insurance, for limits not less than \$3,000,000 per occurrence, \$6,000,000 aggregate on a claims-made basis and maintain coverage for 3 years after the Agreement terminates.

Further, University shall provide written notice that should any of the above-described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Intern Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

University shall maintain Auto Liability limits of not less than \$1,000,000 per accident.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement, any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the placement sites. University shall provide written notice to each University employee regarding the lack of coverage of Workers' Compensation insurance by the District.

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.
8. If insurance market conditions change dramatically and affect University's availability or affordability of required limits or coverage, University will give District 30 days notice to renegotiate the insurance requirements.

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Notre Dame de Namur University:

Lizbeth J. Martin, Ph.D., President
Notre Dame de Namur University
1500 Ralston Avenue, Belmont, CA 94002

Date

For [insert name] School District:

Name, Title
Name School District
Address
City, State Zip code

Date