

Notre Dame de Namur University
Memorandum of Understanding and Agreement
to Provide Unpaid Student Teaching Placements for
Multiple Subject, Single Subject and Education Specialist Credential Candidates

This Memorandum of Understanding and Agreement (the "Agreement") is between _____ ("District") and Notre Dame de Namur University ("University"), who may be referred to collectively as the parties. This Agreement supersedes and replaces all prior Preliminary Multiple Subject, Single Subject and Education Specialist Student Teaching Placement Agreements between the Parties through which University candidates gain experience in Unpaid Student Teacher placements that are part of a California Commission on Teacher Credentialing (CTC) accredited teaching credentialing program.

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), 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 collaborate 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 Cooperating Teacher.

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 cooperating teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of ____ years beginning _____ and ending _____, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; 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.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Unpaid Student Teachers with supervised teaching experience. The District's Designated Supervisor(s), referred to as Cooperating Teacher, 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.
2. The District's Cooperating Teacher will participate with the University Supervisor and Unpaid Student Teacher in planning, implementing, and coordinating the Unpaid Student Teacher's Program.
3. The District's Cooperating Teacher will maintain complete records and reports as outlined by the University Supervisor on each Unpaid Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.

4. The District may, in its sole discretion, refuse to accept as a participant in a student teaching placement any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University Unpaid Student Teacher.
5. After the District accepts assignment of the student, the District may terminate the student teaching placement for good cause. "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section.
6. District shall, on any day when an Unpaid Student Teacher is receiving training at its facilities, arrange for the Unpaid Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Unpaid Student Teacher.

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 credential candidates 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 credential candidates 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 credential candidates 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 credential candidates 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 Unpaid Student Teacher.
2. University will confer regularly with District and site administration and district-employed supervisor (Cooperating Teacher) through meetings, telephone calls, and/or e-mail.
3. University will guarantee that credential candidates have met California Commission for Teacher Credentialing (CTC) basic skills and subject matter competence prior to commencing independent student teaching.
4. University will undertake to have credential candidates remain in their student teaching assignments until the end of the requisite public-school year unless removed for cause by the District or University.

5. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Unpaid Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
6. University will guarantee that Unpaid Student Teachers and University supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
7. University will instruct Unpaid Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
8. University supervisors will conduct systematic and regular observations (minimum 6 per semester) of Unpaid Student Teacher's performances in the District's classrooms.
9. University will be responsible for ensuring that Unpaid Student Teachers have appropriate insurance coverage.
10. Per California Commission on Teacher Credential (CTC) Preliminary Multiple and Single Subject Teaching Credential Program Standard 3D: Clinical Supervision, the University will, in collaboration with the District, 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."

UNPAID STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check/ fingerprint clearance report,
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Unpaid Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Unpaid Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Unpaid Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the credential program. The discussion, transmission, or narration in any form by Unpaid Student Teachers of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the credential program is forbidden except as a necessary part of the practical student teaching experience. Otherwise, Unpaid Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teaching experience with University, its employees, agents or others.
6. Attend school placements for the required number of hours based on University/CTC requirements and the cooperating teacher's schedule unless given prior written approval by the University's Program Directors for the listed credential programs.
7. Meet regularly to co-plan with cooperating teachers throughout the academic year. Per CTC Preliminary Multiple Subject and Single Subject Credential Program Standard 3A: "*The minimum amount of district-employed supervisors' support and guidance must be 5 hours per week.*"
8. Co-teach with cooperating teachers throughout the academic year based on individually developed plans which emphasize credential candidate's gradual assumption of responsibility culminating in a solo teaching experience.
9. Participate in District department/school meetings and faculty meetings when possible.
10. Attend Back to School Nights and Open Houses.
11. Execute any credential candidate contract adopted by the parties.

DISTRICT-EMPLOYED SUPERVISOR (COOPERATING TEACHER) RESPONSIBILITIES

1. Meet regularly with Unpaid Student Teacher to co-plan lessons and units throughout the academic year. Per CTC Preliminary Multiple Subject and Single Subject Credential Program Standard 3A: “*The minimum amount of district-employed supervisors’ support and guidance must be 5 hours per week.*”
2. Co-teach with Unpaid Student Teacher based on individually developed plans which emphasize Unpaid Student Teacher’s gradual assumption of planning, teaching and assessment responsibilities culminating in a solo teaching experience.
3. Plan regularly with the Unpaid Student Teacher to provide specific support and supervision in addressing the needs of English Language Learners and students with identified special needs.
4. Regularly observe Unpaid Student Teacher teaching lessons and provide constructive feedback to support Unpaid Student Teacher in meeting CTC requirements to be recommended for a preliminary teaching credential.
5. Assist the Unpaid Student Teacher in creating networks with faculty, staff, and administrators who can provide additional support.
6. Maintain complete records and reports as outlined by the university supervisor on Unpaid Student Teacher’s performance and provide an evaluation to the University on forms the University shall provide.
7. Attend NDNU Cooperating Teacher Orientation at the beginning of the semester which provides an “orientation to the NDNU credential program curriculum as well as professional development in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.”
8. Meet with the Unpaid Student Teacher, and university supervisor at mid-term and the end of the semester to review Unpaid Student Teacher’s performance and complete the *Evaluation of Student/Intern Teacher Effectiveness* form.
9. For Unpaid Student Teachers completing their final semester, meet with Unpaid Student Teacher and University supervisor to complete the *Transition to Induction* form.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED SUPERVISOR (COOPERATING TEACHER) JOINT RESPONSIBILITIES

1. The District’s Cooperating Teacher will participate with the University Supervisor and Unpaid Student Teacher in planning, implementing, and coordinating the Unpaid Student Teacher’s Program.
2. Meet with the Unpaid Student 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 Unpaid Student Teacher, Cooperating Teacher and University Supervisor.
3. For Unpaid Student Teachers completing their final semester, meet in a 3-way conference to complete the *Transition to Induction* form.

STATUS OF UNIVERSITY, DISTRICT, AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Unpaid Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only and are not considered employees or volunteers of either University or District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers’ compensation insurance. It is the responsibility of the University to provide written notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

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 Unpaid Student 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 Unpaid Student Teachers, any individuals characterized as employees of the 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 Unpaid Student Teachers or 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 _____ School District:

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

Date

