Notre Dame de Namur University
Memorandum of Understanding and Agreement
to Place Student Teachers

Jefferson Elementary School District
7500 West Linne Rd.
Tracy, CA 95304-9278

This agreement is between Jefferson Elementary 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 Multiple Subject Teaching Credential, Single Subject Teaching Credential and/or Education Specialist Credential (Mild/Moderate and Moderate/Severe) with English Learner Authorization (ELA) and an MA in Education (i.e., credential candidates) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer 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 cooperating teachers.

University employs one or more experienced credentialed teachers 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 five (5) years beginning July 1, 2019 and ending June 30, 2024, 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.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's school site administration and staff in the assignment of credential candidates.
2. 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.
3. 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.

4. University will confer regularly with District and site administration and cooperating teachers through meetings, telephone calls, and/or e-mail.
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 credential candidate in the school.
6. University will guarantee that credential candidates and university supervisors have appropriate TB and fingerprinting clearance.
7. University will undertake to have credential candidates establish and maintain adequate public liability and property damage insurance.
8. University will instruct credential candidates in state laws regarding child abuse reporting, sexual harassment and professional conduct.
9. University supervisors will conduct systematic and regular observations (minimum 6 per semester) of credential candidates' performances in the District's classrooms.
10. University supervisors will confer regularly with cooperating teachers and with the site administration through meetings, telephone calls, and/or e-mail.
11. Per California Commission on Teacher Credential (CTC) Preliminary Multiple and Single Subject Teaching Credential Program Standard 3D: Clinical Supervision, the program 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."

DISTRICT DUTIES

1. District will provide supervised teaching and other clinical/professional experiences for credential candidates through student teaching in the District's schools and classes under the supervision of a cooperating teacher.
2. District will provide each credential candidate with a certified, experienced teacher as a cooperating teacher and verify, per CTC Program Standard 3D, that the individual "holds a Clear Credential in the content area for which he/she is providing supervision and a minimum of three years of content areas K-12 teaching experience."
3. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a credential candidate.
4. District will instruct credential candidates in school policies regarding child abuse reporting, sexual harassment and professional conduct.

CREDENTIAL CANDIDATE DUTIES ENFORCED BY UNIVERSITY

University will take steps consistent with its standard internal procedures to ensure that credential candidates:

1. Obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service as required by California Education Code Section 44320 (b).
2. Attend school placements for the required number of hours based on the cooperating teacher's schedule unless given prior written approval by the University's director of clinical work.
3. Co-plan with cooperating teachers throughout the academic year.

4. 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.
5. Participate in department meetings and faculty meetings when possible.
6. Attend Back to School Nights and Open Houses.
7. Execute any credential candidate contract adopted by the parties.

DISTRICT DISCRETION

The District at its sole discretion may refuse to accept any university student assigned to the District, and may request termination of the assignment of any previously assigned student.

STIPENDS

Stipends, if any, paid by the University to District shall be for transmittal directly to the cooperating teacher.

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 credential candidates to which this Agreement applies, and such coverage will be the only such coverage applicable to such credential candidates. 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.

Judith Maxwell Greig 7/18/2019

Judith Maxwell Greig, Ph.D., President — 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
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