



This place changes people.

Memorandum of Understanding

July 1, 2016 – June 30, 2018

A. General

Novato Unified School District (“District”) and Dominican University of California (“University”) agree to be partners in Dominican University of California’s Internship Credential Program, which has been approved by California Commission on Teacher Credentialing. As a condition of our partnership, Novato Unified School District and Dominican University of California must adhere to the following requirements of state law:

- (a) Candidates admitted to internship programs must hold baccalaureate degrees or higher degrees from regionally-accredited institutions of higher education (Education Code Section 44453).
- (b) In an internship program, the participating institutions shall provide for the supervision of all interns. 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 teacher. (Education Code Section 44462). If the intern salary is reduced, no more than eight interns may be advised by one school support person. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (c) The participating institutions shall assign the candidates in an internship program to assume the functions that are authorized by the regular standard credential (Education Code Section 44454). The institution stipulates that the interns’ services meet the instructional or service needs of the participating district(s) (Education Code Section 44458).

B. Purpose

The purpose of this Agreement is to establish a formal working relationship between the parties to this Agreement and to set forth the operative conditions, which will govern this partnership. District and University will form a partnership to provide coordinating services as part of the Intern Program, serving multiple subject, single subject, and education specialist interns, hereafter referred to as the “Intern Program.” The purpose of the Intern Program is to support interns in full or part time (40% or more) teaching jobs with the District while the Interns take courses offered by the University that lead to a California Preliminary Credential.

Interns must meet all applicable prerequisites required by the CCTC before participating in the Intern Program. Each Intern shall possess a valid California Intern Credential.

C. Responsibilities

The District agrees to:

1. Assign interns to teaching positions authorized by the appropriate credential.
2. Provide services and support consistent with those provided to all other credentialed teachers in similar circumstances.
3. Identify and recommend a qualified local Support Teacher¹ for each intern.
4. Provide an administrator to perform administrative duties needed for the Intern Program.
5. Communicate to all site administrators the Program requirements.
6. Provide Interns release time for observations and one-to-one consultations with the Support Teacher.
7. Make every effort to assign Interns to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites and multiple adjunct duties.
8. Provide Interns with a District Orientation.
9. Ensure that interns do not displace certified employees and are evaluated on an annual basis.
10. Assign a Support Teacher to each eligible Intern who meets the Commission's identified criteria, including a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Interns with Support Teachers who most closely match their teaching assignment, including grade level and subject matter, and their credential.

¹ Support Teachers must hold a valid California teaching credential, should be recognized by the principal as a competent and experienced classroom teacher, should understand and be in agreement with the aims, structure, and mode of the operation of the Professional Education (Intern) program, should have a teaching assignment that reasonably matches that of the intern. These qualifications may be modified by mutual agreement of the University and the District.

11. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Support Teachers for Interns. Support Teachers must demonstrate effective coaching, interpersonal , and communication skills and:
 - Are committed to attend coaching trainings and meetings and to meet weekly with Support Teachers ;
 - Display willingness to work collaboratively;
 - Embrace a positive attitude towards students and teaching;
 - Develop a sustained and thoughtful collegial relationship with new teachers;
 - Demonstrate leadership skills, curriculum expertise, and knowledge of District resources;
 - Serve as a role model for the teaching profession.
12. Provide Support Teachers compensated time to participate in the Program Support Provider training and in observations and one-to-one consultations with Interns as described in the District Roles and Responsibilities.
13. Facilitate the distribution of Program funds to Support Teachers and District program administrators for compensation.
14. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.
15. Ensure Interns receive additional individualized support that when combined with the weekly coaching meeting totals a minimum of 144 hours of support per school year.
16. Ensure Interns entering 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 Cross-cultural, Language and Academic Development (CLAD) Certificate receive 45 hours of support/mentoring and supervision per school year specific to the needs of English Learners.
17. For interns who have not yet completed the 45 hour English Learner training requirement, the District must assign the on-site support provider or other designated individual, with in the first 10 days of serving as a teacher of record on the intern credential.

The University's Department of Education agrees to:

1. Designate a member of the faculty in teacher preparation to work with the Intern Program as a liaison.
 - This liaison will serve on the advisory committee, inform appropriate University personnel of Intern Program activities, and participate in appropriate concerns of local Inter projects.
 - The University will assume the cost of a faculty member as a liaison.

2. Ensure Interns receive individualized support that totals a minimum of 24 hours of support per school year toward the 144 hours of support.
3. Ensure Interns entering 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 Cross-cultural, Language and Academic Development (CLAD) Certificate receive 15 hours of support in the knowledge and skills in the instruction of English learners toward the 45 hours of support.
4. Provide advising and transitional assistance to Interns preparing to enter the Beginning Teacher Support and Assessment or the Clear Education Specialist Induction Program.
5. Participate in Intern Program evaluation activities.
6. Evaluate the prospective intern's program application and determine if the applicant meets University's admission criteria, including training in teaching English Learners, pedagogy, classroom management, literacy, human development and special populations.
7. Assist the intern candidate in applying for a California Multiple- or Single-Subject Internship Credential, or Education Specialist: Mild/Moderate Credential.
8. Assign a University supervisor to provide classroom guidelines/mentoring of the intern and to work with the District assigned Support Teacher in providing the intern consistent direction and support, within the contexts of the University's professional preparation program and School's policies and procedures.
9. Schedule a series of professional education courses that will allow the intern to meet the requirements of the professional preparation program.
10. Provide informational/orientation materials for the appropriate credential program to the intern, the Site Coach, and the Site Administrator.

D. Other Terms and Conditions

As between the Parties hereto, it is understood and agreed that:

1. **Support Teacher Employment Status:**
Interns are and shall remain District employees for any and all purposes throughout the term of this Agreement.

2. **Indemnification:**

District shall assume full responsibility for its employees. District shall, to the fullest extent permitted by law, defend, hold harmless and indemnify University from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of or relating to any of the obligations undertaken in connection with this Agreement by District, including but not limited to (i)

any breach of this Agreement by District; (ii) Any misrepresentation made by District; (iii) Any willful or negligent act, or failure to act by District, its officers, directors, agents, contractors, employees or representatives; and (iv) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by District, its officers, directors, agents, contractors, employees or representatives, Districts' indemnity obligation shall apply regardless of the sole or concurring negligence of University.

3. Maintenance of records:

District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of the Agreement. The records will insure confidentiality of the intern's records and comply with FERPA regulations.

4. Severability:

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable. That provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

5. Legal Compliance and Non-discrimination:

In connection with the performance of work under this contract, both parties agree to comply with applicable federal and state laws, including but not limited to laws governing taxation, employment, wages and hours, workplace safety, workers' compensation, non-discrimination and civil rights.

6. Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between University and District, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the Agreement between University and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

7. Insurance:

District shall maintain in force at all times during the Terms of this Agreement the following insurance on an occurrence basis: (1) Commercial general liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of \$2,000,000; and (2) Sexual Misconduct/Abuse liability insurance

of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable. The CGL insurance policy must: (1) name Dominican University of California and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement, including claims alleging independent acts or omissions of the Additional Insureds; (2) contain a waiver of subrogation rights as to Dominican University, and (3) contain cross-liability and severability of interests coverage and be primary and non-contributory. District must furnish to University before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. District must also provide at least 30 days written notice to University before any cancellation or restrictive endorsement to any of the required coverages.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

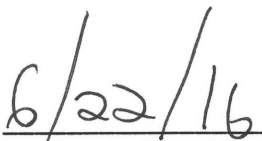
Signature, District Administrator Representative

Date

Title, District Administrator Representative



Signature, Dominican University of California Representative



Date



Title, Dominican University of California Representative