

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
TO PROVIDE EDUCATION SPECIALISTS, PUPIL PERSONNEL  
SERVICES, SCHOOL COUNSELING, EDUCATIONAL THERAPY,  
SCHOOL PSYCHOLOGY, AND TEACHING INTERNS  
Required by Revised CTC Policy  
CTC Program Sponsor Alert 13-06, July, 2014**

This Memorandum of Understanding ("Agreement"), to provide pupil personnel services, school counseling, educational therapy, school psychology, and school teaching interns ("Interns") is entered into this 31<sup>st</sup> day of August 2019 ("Effective Date"), by and between **Saint Mary's College of California** ("College") and **Pleasanton Unified School District** ("District").

**RECITALS**

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor training curricula (collectively, "Interns"), in appropriate locations whereby Interns may gain practical teaching or counseling experience as an important element of the Interns' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution providing classroom training and securing placement in various schools and school districts for practical training as Interns, and District benefits from the services and assistance of Interns in District's teaching and counseling environments; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by District in any amount not to exceed the actual cost to District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, College and District agree as follows:

**I. Responsibilities Shared by Saint Mary's College and the District**

- A.** The College and the District share responsibility for providing each Intern with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and

supervision in general education and/or special education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners. (See appendix A)

- B. Consistent with CTC policy, Interns who begin their assignment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision equal to four hours times the number of instructional weeks remaining in the school year.
- C. Interns who are (a) appointed at a time base of less than 1.00 FTE or (b) appointed after the start of the school year, shall receive the appropriate prorated levels of all support mentioned in this MOU (sections 2.0, 4.0, 5.0, 6.0, Appendix A).
- D. A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.
- E. The District certifies that this MOU has been reviewed and approved by the local organization representing the District's teachers in collective bargaining.

## **II. The College Personnel and Resource Support**

### **A. College Program Intern Coordinator**

College Intern Coordinator will: (a) Support all program Interns; (b) Assist and monitor all Interns and College Supervisors, and (c) Work closely with the District's Employer Provided Mentors. The College Program Intern Coordinator will provide training to all College Supervisors (CS) and will coordinate training of Employer Provided Mentors (EPM) with the district. The College Program Intern Coordinator will monitor the intern's completion of the Intern Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

### **B. College Supervisor**

The College shall designate a College Supervisor (CS) to provide support, mentoring and supervision. It shall be the responsibility of the College to provide compensation and/or release time to the CS. The CS shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards, accountability systems that drive the curriculum of public schools

## **III. District Personnel and Resource Support**

### **A. Employer Provided Mentor**

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each Intern. It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential (same as the Intern will earn)
- b. Three years successful teaching experience, and
- c. English Learner (EL) Authorization

### **B. College Supervisor – Employee Provided Mentor Meetings**

The intern, the CS and the EPM shall meet in person at least **3** times per semester (once every 4-6 weeks) to discuss the Intern's progress. The CS and the EPM shall be in contact at least once every two weeks.

C. Release Time

The District shall provide at least 25 hours of release time each school year per intern for the EPM. The District shall provide at least 25 hours of release time each school year for each Intern. These hours are beyond the EPM's and Intern's preparation time. No intern's salary may be reduced by more than 1/8 of its total 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. Reference: Education Code Section 44462.

D. Employee Provided Mentor Training

The District is responsible for the training of EPMs with the assistance of the College Program Intern Coordinator.

#### IV. College Provided Support, Mentoring, and Supervision

- A. General Education **and/or Special Education** Observations by College Supervisor
- B. 12 visits to observe the Intern teaching, followed by one-on-one conferences totaling at least **24 hours**.
- C. EL Observations by College Supervisor
- D. 6 visits to observe the Intern teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **12 hours**.
- E. Email and Phone Support by College Supervisor
- F. CS will provide **30 hours** per academic year of support and mentoring via email and phone
- G. Intern Seminars
- H. Interns will receive face-to-face seminars as part of college coursework for a total of **12 hours**.
- I. Intern Support Record
- J. The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream a minimum of **10 hours**.

#### V. District Provided Support, Mentoring, and Supervision

(General Education **and/or** Special Education Support and Supervision by Employee Provided Mentor.)

- A. The Employee Provided Mentor (EPM) will provide a minimum of **26 hours** of support/mentoring and supervision during the school day, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies
- B. English Learner Support and Supervision by Employee Provided Mentor
- C. The EPM will provide a minimum of **10 hours** of support and supervision related to English Learners during the school day.
- D. District and School Site Professional Development and Meetings  
Interns will attend a minimum of **60 hours** of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Development Seminars.

#### VI. Additional Support Provided by the College and District (Shared Responsibility)

- A. The CS, the EPM, and the intern will meet at least six times (3 per semester) for a minimum of **6 hours**.
- B. Individualized Intern Plan
  - a. The CS, EPM, and the Intern shall develop the Individualized Intern Plan (IIP) during the first three weeks of school year.
  - b. The IIP will specify the support, mentoring, and supervision the Intern will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
  - c. The plan shall be approved by the College Program Intern Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:
    - 1. Observation of others teaching

2. Supervision of the Intern
3. Conferences, in person
4. Email or telephone conferences
5. Grade level/department meetings
6. Instructional planning
7. Logistical help before or after school (bulletin boards, seating arrangements)
8. Participation in District or Regional conferences
9. Review and discuss test results
10. Editing work-related writing (letters to parents, announcement, etc.)
11. Completion of interactive journal (Intern and either CS or EPM)
12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers

## **VII. Accountability**

### **A. Intern Contract**

- a. Each Intern will sign a contract agreeing to the terms and responsibilities outlined in the contract and MOU.
- b. The Intern Contract will include the names of the College Supervisor and the Employer Provided Mentor.
- c. By signing the contract the intern acknowledges that the internship may be revoked if the terms are not met.
- d. The internship will commence only after a signed contract has been submitted by the intern to the Program Coordinator.

### **B. Individual Intern Profile**

- a. The College will maintain a computer-based Individual Intern Profile (IIP) for each Intern, summarizing the type and quantity of Support/Mentoring and Supervision each Intern receives
- b. The College, the District, and the Intern will all provide information, as requested, to the College Program Intern Coordinator.
- c. Intern will register and provide all information as required by the Intern Contract and this MOU.

### **C. Intern Support Record**

- a. Each College intern will complete an Intern Support Record each semester, documenting the support received from College and District personnel
- b. The College Program Intern Coordinator will monitor completion of the Intern Support Records on Task Stream.

### **D. Oversight by The Director of Assessment and Accreditation**

- a. The College Director of Assessment and Accreditation, working with the College Program Intern Coordinator, shall make recommendations to the College Chair of the Department of Education, the Program Coordinators, and the Dean of the Kalmanovitz School of Education regarding the performance of the College Supervisors and the performance of the District in meeting all requirements including in this MOU.
- b. The Director of Assessment and Accreditation is responsible for reporting compliance with the Intern Support requirements to CTC.

### **E. Oversight by the Dean of the Kalmanovitz School of Education (KSOE)**

- a. The KSOE Dean or his/her designee shall notify appropriate District administrators if the College has concerns about the performance of District personnel
- b. If the District does not provide the support specified in this MOU, the intern will be placed in an alternate site as deemed appropriate by the Program Coordinator.

**F. Oversight by District Administrator**

- a. Appropriate District administrators shall notify the Dean of the KSOE if they have concerns about the performance of College personnel.

**VIII. INDEMNITY**

College agrees to protect, hold harmless, indemnify and defend District (including its officers, officials, and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, to the extent arising from the negligence of the College.

District agrees to protect, hold harmless, indemnify and defend College (including its trustees, officers, regents and employees) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, arising out of the negligence of District. Furthermore, District, being the employer of Intern, will fully indemnify College for any employment related claim made by Intern or arising out of Intern's services or employment, including claims by third parties regarding Intern's employment related conduct.

**IX. INSURANCE**

District agrees to keep in full force and effect, during the term of this Agreement, insurance to meet the obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Medical Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the College.

District shall cause to be issued to College evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

**X. DISPUTES**

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to resolve the dispute by a direct mutual meeting within thirty (30) days after the dispute has arisen, the parties may take appropriate legal action.

## XI. GENERAL PROVISIONS

- A. **Term of Agreement.** The term of this Agreement shall commence on the 31<sup>st</sup> day of August, 2019 and shall terminate on the 31<sup>st</sup> day of August, 2021.
- B. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any Intern who at the date of mailing of the notice by District was receiving practical experience through an internship within District until the Intern has completed his or her internship, except at the election of College.
- C. **Entire Agreement; Modification.** This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.
- D. **Applicable Law.** The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California with venue for all disputes in the Superior Court of Contra Costa County.
- E. **Severability.** In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.
- F. **Confidentiality.** Both parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. In the event that District has specific policies and procedures that may relate to College's direct receipt of confidential information, College will agree to comply with such policies and procedures upon presentation of the policies and procedures.
- G. **Notices.** Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

**If to College:**

Saint Mary's College of California  
KSOE C/O Dora Scott  
1928 St. Mary's Rd., PMB 4350  
Moraga, CA 94575  
Telephone: (925) 631-4722

**If to District:** (please complete below)

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- H. **Family Educational Rights and Privacy Act.** All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

- I. General Data Protection Regulation.** The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations (“GDPR”) of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.
- J. Clery Act.** Institution agrees that it shall provide to Saint Mary’s statistics on crimes taking place in the vicinity of Institution as required by the Clery Act. Such statistics will be made readily available to Saint Mary’s upon request.
- K. Non-Discrimination.** In compliance with applicable law and its own policies, College is committed to recruiting and retaining a diverse student and employee population and does not discriminate in its admission of students, hiring of employees, or in the provision of employment benefits to employees and educational programs, activities, benefits and services to students, including but not limited to scholarship and loan programs, on the basis of race, color, religion national origin, age, sex/gender, marital status, ancestry, sexual orientation, medical condition or physical or mental disability. District represents and warrants that it has the same or a substantially similar non-discrimination policy that covers each item identified herein.
- L. Status of the Parties.** It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between College and District; rather it is an affiliation between independent contractors, these being College and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, and shall be binding upon them as of the Effective Date.

SAINT MARY’S COLLEGE OF CALIFORNIA

PLEASANTON UNIFIED SCHOOL DISTRICT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Susan H. Collins

Name: \_\_\_\_\_

Vice President for Finance and Administration

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Intern Support: A Shared Commitment to Excellence in Teaching

#### 190 Hours of Support per School Year

SMC Support: College Supervisor (CS), College Program Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<u>Regular Ed/Special Ed: CS Observations and Conferences</u> <ul style="list-style-type: none"> <li>12 observations of the Intern teaching and follow-up conferences (2 hours each)</li> </ul> <u>EL: CS Observations and Conferences</u> <ul style="list-style-type: none"> <li><b>6 observations</b> of the Intern teaching EL and follow-up conferences (2 hours each)</li> </ul> <b>Total 36 hours (1 hour per week)</b>	<u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> <li><b>26 hours</b> of support, mentoring, and supervision within the school day</li> </ul> <u>EL: EPM Support and Supervision</u> <ul style="list-style-type: none"> <li><b>10 hours</b> of support, mentoring, and supervision related to English Learners during the school day</li> </ul> <b>Total 36 hours (1 hour per week)</b>	<u>Intern, CS, EPM Meetings</u> <ul style="list-style-type: none"> <li>The intern, the CS and the EPM (and EPM-EL) shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the Intern's progress.</li> <li>During the first meeting the intern, the CS and the EPM will develop an Individualized Intern Plan (IIP), describing the support, mentoring and supervision the intern will receive. The plan shall be approved by the College Program Intern Coordinator.</li> </ul> <b>Total 6 hours</b>
<u>CS Email, Phone Support</u> <ul style="list-style-type: none"> <li>CS will provide <b>30 hours</b> per academic year of support and mentoring via email and/or phone</li> </ul> <b>Total 30 hours</b>	<u>District/School-Sponsored Professional Development and Meetings</u> <ul style="list-style-type: none"> <li>Interns will attend a minimum of 60 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars</li> </ul> <b>Total 60 hours</b>	The CS and the EPM (and EPM-EL) shall exchange emails at least once every two weeks
<u>Intern Seminars</u> <ul style="list-style-type: none"> <li>Faculty will lead face-to-face seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (one seminar embedded in coursework per semester)</li> </ul> <b>Total 12 hours</b>		
<ul style="list-style-type: none"> <li>The College Program Intern Coordinator will communicate with interns by email and/or phone and will monitor their completion of the Intern Support Record on Task Stream</li> </ul> <b>Total 10 hours</b>		



## SAINT MARY'S COLLEGE OF CALIFORNIA STUDENT PLACEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and **Pleasanton Unified School District** ("Institution") on this 15<sup>th</sup> day of August 2019 ("Effective Date").

### RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor or psychology training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, school counseling or school psychology experience as an important element of Students' education and training by Saint Mary's School of Education; and

WHEREAS, Saint Mary's is accredited by the Western Association of Schools and Colleges and is approved by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a school counselor or school psychology education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching, school counseling or school psychology environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

### TERMS

#### 1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

#### 2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of **August 2019** and ending before the fifteenth day of **August 2021**.

#### 3. Definitions

- 3.1 "*Student Teaching*" means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. "*Student teaching*" further means, as appropriate, "*School Counseling or School Psychology Field Experience*" which is the active participation in the duties and function of school counseling under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in Institution classrooms and programs in which school counseling or school psychology field experience is provided.
- 3.2 "*Location*" means any applicable Institution site or campus when Institution is a public school district with multiple locations or campuses on which Student Teaching, School Counseling or School Psychology will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then "Location" shall be read to mean "Institution."

- 3.3 “*Master Teacher*” means the Institution teacher, school counselor or school psychologist, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to Students assigned to the Location. Also referred to as “*Field Supervisor*” in the context of school counseling or school psychology.

#### **4. Parameters**

- 4.1 Institution and Saint Mary’s shall, from time to time, adjust the number of Students per semester that will be placed with Institution.
- 4.2 Saint Mary’s shall pay to Institution a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received by Saint Mary’s (Attn: KSOE, unless otherwise directed) by June 1<sup>st</sup> (of the fiscal year in which the placement occurred) to be eligible for payment.

#### **5. Obligation of Institution**

- 5.1 Institution shall provide Students with hands-on experience through Student Teaching, School Counseling or School Psychology in a classroom or other appropriate environment.
- 5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching, School Counseling or School Psychology requirements of the Saint Mary’s credential program as may be necessary for the Student to earn his/her semester units.

#### **6. Obligation of Saint Mary’s**

- 6.1 Saint Mary’s may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).
- 6.2 The assignment of a Student to practice teach or practice school counseling or school psychology at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary’s effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.
- 6.3 In accordance with California Education Code 49406, each credential candidate prior to assignment to Institution must obtain a “Certificate of Clearance”, which includes a complete Live Scan Service. Saint Mary’s will ensure that students receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance. Saint Mary’s will notify the Institution immediately when advised of subsequent arrests of students by reporting agencies or CTC.
- 6.4 In accordance with California Education Code 49406, each credential candidate must undergo a tuberculosis (TB) screening by a licensed health care provider within 60 days prior to the beginning of the candidate’s assignment to the Institution to determine that he or she is free of active tuberculosis.

#### **7. Fee Computation**

Saint Mary’s will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary’s shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1<sup>st</sup> of each fiscal year**, Institution shall submit to Saint Mary’s any final invoices for payment.

#### **8. Termination**

- 8.1 This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day’s advance written notice of the Termination to the other party. Upon termination of

this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

- 8.2 Institution, for good cause, may refuse to accept for Student Teaching, Student School Counseling or School Psychology, any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

## **9. Applicable Laws, Codes and Regulations**

- 9.1 Saint Mary's, upon written request by Institution and upon receipt of appropriate materials from Institution, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary's any laws, codes, or regulations of which Saint Mary's students must be informed.
- 9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

## **10. Relationship of Parties**

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

## **11. Indemnity**

- 11.1 Saint Mary's agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts of Saint Mary's.
- 11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary's from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

## **12. Assignment**

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

## **13. Notices**

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary's:

Saint Mary's College of California  
KSOE C/O Dora Scott  
1928 St. Mary's Rd., PMB 4350  
Moraga, CA 94575-4350  
Telephone: (925) 631-4722

If to Institution: (please complete below)

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **14. Family Educational Rights and Privacy Act**

All parties will maintain in strict confidentiality all student information and will not share, sell, or use such information for any purpose other than in a manner that is fully in compliance with the terms of the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232(g)) ("FERPA") and all other applicable laws regarding the disclosure, maintenance and preservation of confidentiality of student records. All parties further

agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).

#### **15. General Data Protection Regulation**

The parties acknowledge that personally identifiable information may be protected by other regulations including the General Data Protection Regulations (“GDPR”) of the European Union, and that generally this data cannot be shared, sold, or used for any purpose other than in a manner that is fully in compliance with such regulations, and all other applicable laws regarding the disclosure, maintenance and preservation of personally identifiable information.

#### **16. Clery Act**

Institution agrees that it shall provide to Saint Mary’s statistics on crimes taking place in the vicinity of Institution as required by the Clery Act. Such statistics will be made readily available to Saint Mary’s upon request.

#### **17. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

#### **18. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

#### **19. Severability**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

#### **20. Non-Waiver**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

**WHEREFORE**, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY’S COLLEGE OF CALIFORNIA      PLEASANTON UNIFIED SCHOOL DISTRICT

Signature: \_\_\_\_\_

Susan H. Collins

Vice President for Finance and Administration

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



KALMANOVITZ  
SCHOOL OF  
EDUCATION

Saint Mary's College of California Kalmanovitz School of Education offers an internship program for Single Subject, Multiple Subject, Education Specialist (Mild/Moderate), and School Counseling/Psychology credentials with local school districts.

As the signatures below attest, the program has the support of both the district and its bargaining unit in this request.

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Name of District

---

Date

---

Signature of District Representative

---

Signature of Bargaining Unit Representative