

DOMINICAN UNIVERSITY *of CALIFORNIA*

Department of Education

Memorandum of Understanding

July 1, 2021 – June 30, 2023

A. General

Berkeley 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 (“CTC”). As a condition of our partnership, MCOE and Dominican University of California must adhere to the following requirements of state law:

- (a) Candidates admitted to internship programs must comply with all the provisions of 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 CTC 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 to ensure the intern is placed in a position that matches the identified subject matter competency area and grade level.
2. Provide services and support consistent with those provided to all other credentialed teachers in similar circumstances.
3. Assign a Mentor (Support Teacher) to each eligible intern. A Support Teacher must meet the Commission’s identified criteria, including a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and hold an English learner authorization. Support Teachers 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. (see Coded Correspondence 14-04)
4. Utilize defined selection criteria to identify high-quality, experienced Support Teachers who demonstrate effective coaching, interpersonal, and communication skills and:
 - Are committed to attend coaching trainings and meetings and to meet weekly with interns;
 - 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.
5. Communicate and collaborate regularly with the University Intern program (e.g., University Supervisor) to ensure that a qualified mentor is selected and appropriately trained.
 6. Provide an administrator to perform administrative duties needed for the Intern Program.
 7. Communicate to all site administrators the Program requirements.
 8. Provide interns release time for observations and one-to-one consultations with the Support Teacher to ensure the intern completes credential coursework.
 9. Provide the intern release time to attend classes at the teacher preparation institution and observe teachers as required for their coursework and fieldwork obligations.
 10. Provide special education candidates with required release time to complete their general education requirement.
 11. 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.
 12. Provide interns with a District Orientation.
 13. Ensure that interns do not displace certified employees and are evaluated on an annual basis.
 14. Provide Support Teachers release time to participate in the Support Provider training and in observations and one-to-one consultations with interns.
 15. Facilitate the distribution of Intern Program funds to Support Teachers and district program administrators for compensation.
 16. Ensure that a minimum of **144 hours** of general support/mentoring and supervision is provided to each intern teacher per school year, 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 two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
 17. Ensure that an additional **45 hours** of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to 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 Cross-cultural, Language and Academic Development (CLAD) Certificate. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

18. Collaborate in tracking the hours of support and supervision provided to the intern teacher. (Form 12B: Sample Intern Support and Supervision Log, <http://www.dominican.edu/academics/education/department-of-education/assets/teacher-preparation-program-handbook>)

Proposed Supervision Responsibilities	District Responsibility	University Responsibility
General Support and Supervision	120	24 (12 per semester)
EL Specific Support and Supervision (if required)	30	15 (7.5 per semester)
Combined Support and Supervision Hours	150	39 (19.5 per semester)

19. Participate in the Intern Program evaluation and the CTC Accreditation Cycle, as needed.

For more information on teachers serving on an intern credential, see Coded Correspondence 14-04: <https://www.ctc.ca.gov/docs/default-source/commission/coded/2014/1404.pdf> and PSA 13-06 <http://www.ctc.ca.gov/educator-prep/PS-alerts-2013.html>

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 intern projects.
 - The University will assume the cost of a faculty member as a liaison.
2. Ensure that a minimum of **144 hours** of general support/mentoring and supervision is provided to each intern teacher per school year, 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 two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
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4. Collaborate in tracking the hours of support and supervision provided to the intern teacher.

(Form 12B: Sample Intern Support and Supervision Log)

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5. Participate in Intern Program evaluation activities.
6. Evaluate the prospective intern's program prerequisites and determine if they have been met, including training in teaching English Learners, pedagogy, classroom management, literacy, human development and special populations (Form 12D: Documentation of Intern Pre-Service Training Requirements).
7. Upon completion of the internship requirements and coursework, make a formal recommendation to the CTC for a California Multiple- or Single-Subject Internship Credential, or Education Specialist: Mild/Moderate Credential.
8. Ensure the University supervisor provides classroom guidelines/mentoring of the intern and works 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 Support Teacher, 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. This agreement only applies to interns currently employed by the district.

2. Certificate of Clearance:

In accordance with California Education Code Section 44320, each candidate must complete Live Scan service and obtain fingerprint clearance prior to beginning their assignment. Live Scan will be administered through the District. University will advise candidates of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.

3. Tuberculosis Clearance:

In accordance with California Education Code Section 49406, each candidate prior to assignment to the District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning their assignment in the District. University shall advise candidates of their obligation to provide at their own expense evidence of tuberculosis clearance by a medical professional to the District prior to their assignment start date.

4. Student must provide Proof of Covid-19 Vaccination status to the District.

5. 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 the 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 regardless of the sole or concurring negligence of University.

6. 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 Family Educational Rights and Privacy Act (FERPA) regulations. Family Educational Rights and Privacy Act: To the extent the District generates or maintains educational records related to the participating Student, the District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a University official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the University's records is required by District to carry out the program.

7. 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.

8. Legal Compliance and Non-discrimination:

Compliance with Laws and Regulations. 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.

9. 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.

10. 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 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.

11. Choice of Law:

This Agreement shall be interpreted in accordance with the laws of the State of California. Venue for any action to enforce or interpret the provisions of this Agreement shall be in Marin County, California.

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

Samantha Tobias-Espinosa
Signature, School District Representative

9/21/2021
Date

Samantha Tobias-Espinosa, Assistant Superintendent, HR
Name/Title, School District Representative

M. Behman
Signature
Mojgan Behman
Vice President for Academic Affairs/Dean of the Faculty
Dominican University of California

September 21, 2021
Date