



**Touro University California
Graduate School of Education**
1310 Club Drive
Mare Island
Vallejo, CA 94592
(707) 638-5200

**Agreement on Field Experiences in Schools: Teacher Internships
Between
Mt. Diablo Unified School District
And
Touro University California Graduate School of Education**

This Agreement is entered into by Touro University California's Graduate School of Education ("Touro") and the Mt. Diablo Unified School District ("District") for the purpose of specifying the terms under which students will be placed in District schools for field experiences. The agreement covers one classification of University students: students who are hired by the District as the teacher of record and are authorized in the position by the Intern Credential issued by the California Commission on Teacher Credentialing (CCTC) upon recommendation of Touro University California.

Per PSA 13-06 and Coded Correspondence 14-04 the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer.

Responsibility of Employer and Touro University California:

A minimum of 144 hours of support/mentoring and supervision shall be 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. An additional 45 hours of support specific to the needs of English learners will also be provided over the course of the school year. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision shall be provided to an intern teacher every five instructional days.

The District agrees to:

1. Assign the Intern in accordance with the subject area authorized by the Intern credential issued by the CCTC.
2. Assign the Intern to all duties, including teaching load, in the same manner as other contracted teachers at the grade level/subject area. The Intern receives salary and benefits based on the District's current agreements with the authorized collective bargaining agent of certificated employees.
3. Allow Intern Teachers to complete the Teaching Performance Assessment (TPA) in the classrooms to which they are assigned, or in other classrooms as appropriate, as required by the California Commission on Teacher Credentialing.

4. Provide potential release time for the intern teacher to attend classes at Touro University California.
5. Comply with the requirements of state law in hiring Interns, including Intern supervision and non-displacement of certificated employees.
6. Collaborate with the lead sponsor of the local funded Intern grant to accrue all resources available to Interns and Intern Support Providers/Coaches.
7. Provide **72 hours of** support and **22 1/2 hours of EL support** over the course of the school year with a minimum of two hours of support every five instructional days
Support shall include: providing release time from teaching responsibilities to complete necessary classroom observations of credentialed teachers; coaching, modeling and demonstrating within the classroom by a the employer provided mentor or other qualified teacher; assistance with course planning; problem-solving regarding students, curriculum, and development of effective teaching methodologies; and attendance at events such as new teacher orientation, grade level, department, or faculty meetings and professional development opportunities.
8. Provide a mentor prior to an intern assuming daily teaching responsibilities to support the Intern in teaching General Education/SPED students and English learners. Employee provided Mentors must have:
 - a. A valid corresponding Clear or Life Credential
 - b. 3 years of successful teaching experience
 - c. EL Authorization
9. Designate Mentors who will provide supervision, modeling of instruction, and one-on-one conferences that address any of the following:
 - a. Course planning for General Education/SPED and English Learners
 - b. Problem solving regarding students
 - c. Curriculum development for General Education/SPED and English Learners
 - d. Development of effective teaching methodologies for Gen Ed./SPED and EL
 - e. Assessment for Gen Ed./SPED and EL
 - f. Email/Phone support
 - g. Other support
10. Collaborate with Touro University California in tracking the hours of support and supervision provided the intern teacher by requiring administrators to sign the Intern Support Record.

Touro University California agrees to:

1. Submit required documents to the Commission on Teacher Credentialing in order to obtain a University Intern credential issued for a University student who is hired in a regular contracted position with the District, and notify District's representative of such action.
2. Keep District informed in writing of any changes to the credential status of University students employed by the District as Interns.
3. Provide on-site supervision and monitoring of Intern Teachers by a highly qualified University Supervisor who has current knowledge in the content they teach, understands the context of public schooling, has the ability to model best professional practices in teaching and learning, is knowledgeable about diverse abilities, cultural, language, ethnic

and gender diversity, has a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools. .

4. Provide to Supervising Teachers selected by the district a minimum of 10 hours of initial orientation to the supervisory role including program curriculum, cognitive coaching and adult learning theory, content-specific instructional strategies, and inclusive instructional practices as required by CCTC Program Standards.
5. Provide **72 hours of General Education** support and **22 1/2 hours of EL support** over the course of the school year.
6. Require that intern students enroll in the appropriate intern support classes (728,729,781 or 761) as described in the CSOE Course Catalogue.
7. Invite the district appointed mentor to attend any observations, conferences, and evaluations taking place at the school site.

Touro Intern Support Class Description

The Intern Support class will be equivalent to 45 hours of support. A description is as follows.

This course provides support for the intern candidate up until the time the intern is recommended for a preliminary teaching credential. In this course, the intern, university supervisor, and school or district mentor meet to set goals and objectives for the intern process. The goals and objectives are related to helping the intern candidate show clear evidence of meeting the Teaching Performance Expectations (TPEs) with a particular emphasis in meeting TPE 7, Teaching English Learners. This course meets the CCTC requirement for intern support. In this class supervisors/mentors will visit the school site, provide feedback and specific instructional strategies, as well there will be off site trainings and opportunities for candidates to reflect on their teaching and work as an intern.

EDU 781 class will be equivalent to 25 hours of support that includes the following:

1. 10 observations by a Field Supervisor two of which will focus explicitly on EL support totaling 15 hours (3 hours of specific EL supervision)
2. 5 in class meetings totaling 10 hours (1.5 hours specific to EL instruction)

Touro Field Supervisor

The Field Supervisor will visit the Intern candidate approximately 15-20 times during the school year. Five visits or 7.5 hours will be designated to observation and providing specific feedback related to TPE 7. This includes reviewing strategies that promote English listening and speaking abilities, promote English literacy abilities, promote English acquisition of grade level content, and helps the Intern plan for and execute lessons that differentiate instruction for English learners.

In the event that District schools or other clinical sites are closed in full or in part due to a public-health or public-safety emergency situation (including but not limited to the COVID-19

pandemic), the relevant observation and supervision activities may occur remotely and/or virtually to the extent possible.

Shared Responsibility:

Intern Support Record

Touro Interns will complete an Intern Support Record each semester documenting the support received from University and District personnel. Additional mentoring activities that may be included in the support record:

1. Observations 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, announcements, etc.)
11. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers

Term of Agreement: This Agreement shall be effective immediately upon execution by the parties hereto and shall continue in effect for a term of three (3) years from the date hereof at which time it will be automatically renewed for additional periods of one year on the same terms and conditions unless 90 days written notice of termination is given by either party. This Agreement may be terminated by either party, for cause, on ninety (90) days' written notice to the other party, *provided, however*, that the non-breaching party shall have an opportunity to cure any claimed breach prior to such termination. In the event of termination, interns placed in the District's system shall be permitted to complete their clinical rotations notwithstanding such termination.

No Discrimination. The parties agree not to unlawfully discriminate against any participant in the intern assignment on the basis of race, color, creed, religion, sex, age, national origin, disability, sexual orientation, ability to pay, marital status, legally defined handicap or veteran status, or any other protected class. Each party shall pay its own costs associated with the internship.

Indemnification:

A. Touro will indemnify, defend and hold District and its employees, officers, directors, associates, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expense of litigation and reasonable attorneys' fees) (collectively "Claims") arising from the negligent acts

or omissions of Touro, its students, employees, agents, and representatives in connection with this Agreement, provided that the indemnities herein do not extend to Claims arising from or in any way related to the negligent acts or omissions of District, its affiliates, subsidiary or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents, and representatives.

B. District will indemnify, defend and hold Touro and its students, employees, officers, agents, and representatives harmless from and against any and all loss, damage, liability or claims (including, without limitation, reasonable costs and expense of litigation and reasonable attorneys' fees) arising from or related to the negligent acts or omissions of District and its affiliates, subsidiaries or successors, now existing or hereinafter created, and each of their respective employees, officers, directors, associates, agents, and representatives in connection with this Agreement, provided that the indemnities herein do not extend to Claims arising from or in any way related to the negligent acts or omissions of the Touro, its Students, employees, officers, agents and representatives.

C. Each party shall indemnify the other party against claims, losses, liabilities and costs and expenses (including reasonable attorneys' fees) arising out of the breach of this Agreement.

D. The parties' indemnification obligations are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party.

E. The indemnification obligations provided herein survive expiration or sooner termination of this Agreement.

Arbitration: Any and all disputes arising out of or relating to this Agreement shall be settled through expedited binding arbitration before a single arbitrator (who shall be an attorney knowledgeable about matters relating to this Agreement) and shall be conducted at and by the American Arbitration Association ("AAA") or its successor in accordance with its rules and procedures in the offices of District. The arbitrator shall be vested with determining all matters surrounding this Agreement. The costs of such arbitration shall be borne equally by the parties with each party bearing its own attorneys' fees and any costs associated with presenting its proof. Judgment upon the award shall be final and binding on the parties and may be entered in any court of competent jurisdiction.

Miscellaneous: If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or

unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The failure of any party to insist in any instance upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect. No party to this Agreement shall assign its rights or delegate its duties to any other person or entity. This Agreement constitutes the entire understanding between the parties with regard to all matters referred to herein and supersedes all previous agreements, whether written or oral.

Certification of Agreement: Certification to participate in this agreement is authorized by:

<p>_____</p> <p>Superintendent/Designee</p> <p>_____ School District</p> <p>_____</p> <p>Date</p>	<p style="text-align: center;"><small>DocuSigned by:</small></p> <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;"> <p style="margin: 0;"><i>Dr. Lisa Norton</i></p> <p style="margin: 0; font-size: 8px;"><small>C711EE8036D7408...</small></p> </div> <p>_____</p> <p>Dean, College of Education & Health Sciences</p> <p>Touro University California</p> <p style="text-align: center;">04-27-2021 4:20 PM EDT</p> <p>_____</p> <p>Date</p>
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