



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

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("College"), a non-profit public benefit corporation and **Albany Unified School District** ("District") on this 1<sup>st</sup> day of August 2024 ("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 District benefits from the services and assistance of Students in District'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 first day of **August 2024** and ending before the first day of **August 2027**.

#### 3. Definitions

- 3.1 "*Student Teaching*" means active participation in the duties and functions of classroom teaching under the supervision and instruction of District'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 District 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 District's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in District classrooms and programs in which school counseling or school psychology field experience is provided.
- 3.2 "*Location*" means any applicable District site or campus when District is a public school district with multiple locations or campuses on which Student Teaching, School Counseling or School Psychology will occur. If District 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 "District."
- 3.3 "*Master Teacher*" means the District 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 District and College shall, from time to time, adjust the number of Students per semester that will be placed with District.
- 4.2 College shall pay to District a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students in teacher training programs who are placed at District Location(s). Invoices must be received by College (via email to KSOE Business Operations) by May 15<sup>th</sup> (of the fiscal year in which the placement occurred) to be eligible for payment.

#### 5. Obligation of District

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

#### 6. Literacy Teaching Performance Expectations

District acknowledges that teacher candidates (Intern or College Intern) are required to take and pass a Commission approved Literacy Performance Assessment. To that end, District placements must provide students the opportunity to practice teaching TPE 7 ([https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/literacy-tpes.pdf?sfvrsn=9e802cb1\\_2](https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/literacy-tpes.pdf?sfvrsn=9e802cb1_2)) in one-on-one, small group or whole group settings in the following areas to support literacy instruction for all students:

- 6.1 **Foundational Skills. Multiple Subject Candidates:** Develop students’ skills in print concepts, including letters of the alphabet; phonological awareness, including phonemic awareness; phonics, spelling, and word recognition, including letter-sound, spelling-sound, and sound-symbol correspondences; decoding and encoding; morphological awareness; and text reading fluency, including accuracy, prosody (expression), and rate (as an indicator of automaticity), through instruction that is structured and organized as well as direct, systematic, and explicit and that includes practice in connected, decodable text. **Multiple Subject and Single Subject English Candidates:** Provide instruction in text reading fluency that emphasizes spelling and syllable patterns, semantics, morphology, and syntax. **Multiple Subject and Single Subject Candidates:** Advance students’ progress in the elements of foundational skills, language, and cognitive skills that support them as they read and write increasingly complex disciplinary texts with comprehension and effective expression.
- 6.2 **Meaning Making.** Engage students in meaning making by building on prior knowledge and using complex literary and informational texts (print, digital, and oral), questioning, and discussion to develop students’ literal and inferential comprehension, including the higher-order cognitive skills of reasoning, perspective taking, and critical reading, writing, listening, and speaking across the disciplines. Engage students in reading, listening, speaking, writing, and viewing closely to draw evidence from texts, ask and answer questions, and support analysis, reflection, and research.
- 6.3 **Language Development.** Promote students’ oral and written language development by attending to vocabulary knowledge and use, grammatical structures (e.g., syntax), and discourse-level understandings as students read, listen, speak, and write with comprehension and effective expression. Create environments that foster students’ oral and written language development, including discipline-specific academic language. Enhance language development by engaging students in the creation of diverse print, oral, digital, and multimedia texts. Conduct instruction that leverages students’ existing linguistic repertoires, including home languages and dialects, and that accepts and encourages translanguaging.

- 6.4 **Effective Expression.** Develop students' effective expression as they write, discuss, present, and use language conventions. Engage students in a range of frequent formal and informal collaborative discussions, including extended conversations, and writing for varied purposes, audiences, and contexts. Teach students to plan, develop, provide feedback to peers, revise using peer and teacher feedback, edit, and produce their own writing and oral presentations in various genres, drawing on the modes of opinion/argumentation, information, and narration. Develop students' use of keyboarding, technology, and multimedia, as appropriate, and fluency in spelling, handwriting, and other language conventions to support writing and presentations. Teach young children letter formation/printing and related language conventions, such as capitalization and punctuation, in conjunction with applicable decoding skills.
- 6.5 **Multiple Subject and Single Subject English Candidates:** Monitor students' progress in literacy development using formative assessment practices, ongoing progress monitoring, and diagnostic techniques that inform instructional decision making. Understand how to use screening to determine students' literacy profiles and identify potential reading and writing difficulties, including students' risk for dyslexia and other literacy-related disabilities. Understand how to appropriately assess and interpret results for English learner students. If indicated, collaborate with families and guardians as well as with teachers, specialists, other professionals, and administrators from the school or district to facilitate comprehensive assessment for disabilities in English and as appropriate in the home language; plan and provide supplemental instruction in inclusive settings; and initiate referrals for students who need more intensive support.
- 6.6 Plan and implement evidence-based literacy instruction (and integrated content and literacy instruction) grounded in an understanding of Universal Design for Learning; California's Multi-Tiered System of Support (Tier 1–Best first instruction, Tier 2–Targeted, supplemental instruction, and Tier 3–Referrals for intensive intervention); and the California Dyslexia Guidelines, including the definition and characteristics of dyslexia and structured literacy (i.e., instruction for students at risk for and with dyslexia that is comprehensive, systematic, explicit, cumulative, and multimodal and that includes phonology, orthography, phonics, morphology, syntax, and semantics).

## **7. Obligation of College**

- 7.1 College 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 District Location(s).
- 7.2 The assignment of a Student to practice teach or practice school counseling or school psychology at a District 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 District the placement verification form or other document given to the student by College 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.
- 7.3 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. College shall advise candidates of their obligation to submit to fingerprinting and to obtain clearance in advance of beginning their assignment.
- 7.4 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. College 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.

## **8. Fee Computation**

College shall accept invoices by District periodically throughout the term of this Agreement and College shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than May 15<sup>th</sup> of each fiscal year**, District shall submit to College any final invoices for payment.

## **9. Termination**

- 9.1 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.
- 9.2 District, for good cause, may refuse to accept for Student Teaching, Student School Counseling or School Psychology, any Student that College proposes to assign to District. District, for good cause and after consultation with College, may terminate the assignment of any Student assigned to District. The termination of any individual Student shall not terminate this Agreement and College may, during the term of this Agreement, seek to assign additional or different Students to District.

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

- 10.1 College, upon written request by District and upon receipt of appropriate materials from District, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. District shall clearly indicate to College any laws, codes, or regulations of which College's students must be informed.
- 10.2 District 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.

## **11. 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.

## **12. Indemnity**

- 12.1 College agrees to defend, indemnify and hold harmless District 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 College.
- 12.2 District agrees to defend, indemnify and hold harmless College 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 District or its employees.

## **13. 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.

## **14. Notices**

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

If to College

Saint Mary's College of California  
KSOE C/O Dora Scott  
1928 St. Mary's Rd., PMB 4350  
Moraga, CA 94575-4350  
Email: das19@stmarys-ca.edu

If to District: (please complete below)

Attn: Marina Gonzalez  
Albany Unified School District  
1216 Solano Avenue  
Albany, CA 94706  
Email:mgonzalez@ausdk12.org

### 15. 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)).

### 16. 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.

### 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      ALBANY UNIFIED SCHOOL DISTRICT

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

Sandra Kim

Vice President for Finance and Administration

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

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

Name: Dr. Donald Evans

Title: Interim Superintendent

Date: 8/13/2024