

INTERN PROGRAM AGREEMENT BY AND BETWEEN
NAME OF SCHOOL DISTRICT AND
CALIFORNIA STATE UNIVERSITY, BAKERSFIELD

A. General

This AGREEMENT is entered into by and between **Name of School District** (“SD”) and the California State University, Bakersfield (“University”) with regard to the Intern Program (as defined below).

B. Parameters

The term of this Agreement shall be **through** (“Term”), unless the AGREEMENT is earlier terminated in accordance with the provisions of this AGREEMENT. If modifications to the AGREEMENT are necessary during the Term, the modifications will be added to this AGREEMENT in writing by mutual agreement of the parties.

C. 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. SD and University will form a partnership to provide coordinating services as part of the Intern Program, serving PK-3, multiple subject, single subject, and special education interns (“Interns”), hereafter referred to as the “Intern Program.” The purpose of the Intern Program is to place Interns in full-time teaching jobs with SD while the Interns take courses offered by University for the California Preliminary Credential. The parties acknowledge that the SD will also form similar partnerships with other local universities.

The University shall provide Interns that meet the coursework, Basic Skills passage and other applicable prerequisites required by the California Commission on Teacher Credentialing CCTC before such Interns can participate in the Intern Program. Furthermore, each Intern shall possess a valid California teaching credential also known as an “Intern Credential.”

Each Intern shall be an employee of SD once it is determined that each Intern meets the applicable requirements and SD hires the Intern.

D. Responsibilities-General

SD agrees to:

1. Provide an administrator to perform administrative duties needed for the Intern Program.
2. Provide a program specialist to perform services needed for the Intern Program.
3. Provide a clerical assistant to provide clerical support for the clerical needs of the Intern Program.
4. Provide workspace for the administrator, program specialist, and clerical assistant to meet the needs of the Intern Program.

5. Provide a process for the distribution of services to Interns including coaching, initial teacher training classes, and on-going professional development.
6. Establish and maintain accurate records and reports.
7. Participate in the Teacher Education Advisory Committee (TEAC).
8. Provide a mentor teacher that possesses a valid, corresponding life or clear teaching credential and a minimum of three years of successful teaching.
9. Participate in Intern Program evaluation.
10. Provide a site administrator with a minimum of a preliminary California Administrative credential.
11. Provide site-administrator training.
12. Select Interns and SD support providers to participate in the Intern Program.
13. Assign site mentors and other support personnel based on the requirements outlined by the CCTC in PSA 13-06.
14. Ensure that Interns are supported by a SD Intern support provider with a minimum of a weekly one-hour coaching meeting.
15. Ensure Interns receive additional individualized support that when combined with the weekly coaching meeting totals a minimum of 120 hours of support per school year toward the 144 hours of support as outlined by the CCTC in PSA 13-06.
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 Crosscultural, Language and Academic Development (CLAD) Certificate receive 30 hours of support in the knowledge and skills in the instruction of English learners toward the 45 hours of support as outlined by the CCTC in PSA 13-06.
17. Identify a certificated employee immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed.
18. Ensure that all SD and site administrative staff respects the confidentiality between the support provider and the Interns. Intern activities will not have a relationship to SD teacher evaluation.
19. Ensure Intern clinical practice is guided by the CCTC program standards and requirements and the University program requirements. The district agrees to allow the Intern to complete clinical practice in line with these requirements.

University agrees to:

1. Designate a member of the faculty in teacher education 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. Provide the Intern Program with a resource list of professional development providers who would be available to be contracted to provide in-service education and/or to consult in areas of need as designated by the Intern Program.
3. Provide Interns and support providers with schedules of course offerings as well as other conferences and workshops sponsored by the University.
4. Provide coursework to Interns who enroll in the Intern Program, maintain University requirements for coursework and pay University tuition.

5. Ensure Interns receive individualized support that totals a minimum of 24 hours of support per school year toward the 144 hours of support as outlined by the CCTC in PSA 13-06.
6. 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 Crosscultural, 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 as outlined by the CCTC in PSA 13-06.
7. Provide advising and transitional assistance to Interns preparing to enter the Beginning Teacher Support and Assessment or the Clear Education Specialist Induction Program.
8. Participate in Intern Program evaluation activities.
9. Immediately notify SD in the event that an Intern is not maintaining enrollment and/or responsibilities in the courses to complete the Intern Program.

E. Responsibilities – Fiscal

SD, in its capacity as LEA, agrees to:

1. Provide overall fiscal responsibility for the administration of the SD intern program, and submit documentation requested by the CCTC and/or California Department of Education.
2. Develop and maintain a budget that allocates resources sufficient to meet the cost of implement its Intern Program responsibilities listed above.

F. ASSESSMENT

1. District must provide the candidate with support to complete required Clinical Practice Observations and the Teacher Performance Assessment. This may include supporting the candidate in evidence gathering and video capture, and support for obtaining media releases and permissions.
2. The University agrees that no video recording of any intern will occur without prior written notification by the intern of the name of the intern as well as the date, time, and location of the video recording to the principal of the school where the video recording is to take place and without the written approval of the principal to said recording; subject to the parent/guardian authorizations set forth in section F. e) of this agreement.
3. The University agrees that the University, its interns, independent contractors, agents, or employees, will fully comply with all applicable laws, lawful rules, regulations and orders promulgated under or by the SD's Board of Education, the California Education Code, the California Department of Education, the Commission on Teacher Credentialing, the U.S. Department of Education, and any other state or federal regulatory agencies relating to the assessment of interns.

Upon failure of the University to fulfill the requirements herein imposed, SD may terminate this Agreement forthwith. Compliance by the University's interns, agents, employees, or independent contractors shall be the sole responsibility of the University.

4. The control, supervision, evaluation and/or direction of all interns and any other University personnel in connection with the assessment of the interns, including, but not limited to, all classroom video recording of the interns, shall be at the University's sole discretion. The University shall pay all such University personnel for those services and expenses and shall be responsible for all health and welfare benefits, subsistence allowance, payroll deduction, tax withholdings, tax assessments, workers' compensation insurance and other premiums and payments due by reason of employment or payment of wages or other earnings to each such persons so employed by the university.
5. The University agrees that no video recording of any SD student shall be permitted or occur without the express written approval and authorization from the district or students' parent/guardian. The University shall be solely responsible for obtaining and maintaining all parent/guardian written approvals for the video recording of any SD student. The University shall create the parent/guardian approval for video recording form which may be approved by the SD before being delivered to any parent/guardian of any SD student.
6. University Responsibility for Assessment:
 - a. The University shall be solely responsible for the direction and control of any person involved in the assessment of the intern it shall hire, including their conforming to all rules and regulations of the SD's Board of Education, the California Department of Education, the Commission on Teacher Credentialing, the U.S. Department of Education, and all other regulatory bodies.
 - b. The University shall be solely responsible for identifying all SD students whose parents or guardians have not provided the University with written approval required under section F. 4. of this Agreement and preventing any video recording of such student at any time.

G. Other Conditions

University understands and agrees that all materials and products developed under this AGREEMENT by the Intern Program shall become the exclusive property of SD and cannot be used without SD'S express written permission. SD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of SD. University, its employees, staff and subcontractors shall not have the right to disseminate market or otherwise use the above-described products without the express written permission of SD.

H. Termination

SD may, at any time, with or without reason, terminate this AGREEMENT. Written notice by SD shall be sufficient to stop further performance by University. Notice shall be deemed given when received by the University or no later than three (3) days after the day of mailing,

whichever is sooner.

I. Indemnification

Each party hereby agrees to indemnify, defend and hold harmless the other party and the other party's agents, officers, employees, volunteers and authorized representatives from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of action, of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees) which are in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, through any act, omission, fault, or negligence of the indemnifying party or the indemnifying party's officers, agents, employees, or authorized representatives, which relates in any manner to this Agreement, any work to be performed by the indemnifying party under this Agreement, or any authority delegated to the indemnifying party under this Agreement, unless the same is caused by the sole negligence or willful misconduct of the party indemnified or held harmless. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any property, regardless of where located, including the property of District.

J. Insurance

The University shall procure and maintain at all times it performs under the terms of this AGREEMENT the following insurance with adequate minimum limits.

1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Auto Automobile Liability Insurance that shall protect the University, the SD, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services.
2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing under the terms of this AGREEMENT. In accordance with provisions of section 3700 of the California Labor Code, the University shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing under this AGREEMENT are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing under the terms of this AGREEMENT.

K. Security Clearance

University shall be responsible for ensuring compliance for with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. University's responsibility shall extend to all employees, Intern Program staff, and subcontractors, regardless of whether such individuals are paid or unpaid, and/or acting as independent contractors of the University. University shall not permit any employee, Intern Program staff, or subcontractors to have any contact with SD students until University has verified in writing to the Governing Board of

SD that such person has not been convicted of a felony, as defined in Education Code Section 45125.1. Verification of compliance with this section shall be provided in writing to the SD prior to each individual's commencement of employment or participation in the Intern Program and prior to permitting contact with students participating in the Intern Program.

L. COVID-19

District and University are aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District and University are familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District and University are, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District and University will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District or University becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the District or University of that fact.

IN WITNESS THEREOF, the authorized representative of the parties has made and executed this Agreement the day and year first written above.

DISTRICT

By _____

Superintendent

Notice to District shall be addressed as follows:

School District
Attn: TBD
Address
City, CA XXXXX

UNIVERSITY

By _____

Marina Manzano
Director of Procurement & Contract Services

Notices to University shall be addressed as follows:

California State University, Bakersfield
Attn. Crystal Jenkins
Procurement & Contract Services
34AW, 9001 Stockdale Hwy.
Bakersfield, CA 93311-1022