



## TEACHER EDUCATION INTERNSHIP PROGRAM AGREEMENT

This **AGREEMENT** entered into on **July 1, 2019** by and between the State of California through the Board of Trustees of the California State University (CSU), on behalf of California State Polytechnic University, Pomona aka Cal Poly Pomona hereinafter called **University**, and **Perris Union High School District** hereinafter called the **District**, and collectively referred to as **party** or **parties**:

### RECITALS

- A. California Education Code Section 44450, et seq., authorizes a public school district, in cooperation with an approved college or university, to establish a teacher education internship program; and
- B. **District** is a public school district, and **University** is an approved university within the meaning of California Education Code Section 44452; and
- C. **District** and **University** wish to establish an internship program, as provided in Education Code Section 44321 and meeting the provisions of the statutes and regulations of the Commission on Teacher Credentialing, whereby **University** intern students will be placed in **District** schools.

Based on these recitals, **District** and **University** agree as follows.

#### Term

The term of this Agreement shall be for ~~approximately~~ **THREE YEARS through June 30, 2022**, commencing on the date first set forth above, providing that either party may terminate this Agreement, without cause, at any time, upon 30 days prior written notice to the other party. Provided, however, all interns placed with **District** as of the date of such notice shall be permitted to complete their internship experience at **District**.

#### Placement of Interns

**University** intern students, certified as qualified and competent by **University** to provide intern teaching services to **District**, may, at **District's** discretion, be accepted and assigned to its schools for services as intern teachers (**Interns**). **University** and **District** shall coordinate the process of selection and placement of Interns. The **District** will place an Intern in a classroom appropriate to their Intern Credential Authorization. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection of, or acceptance or participation by any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.

#### Program Requirements

Each candidate Intern accepted into the Program will be required to meet the following qualifying criteria:

- 1) Recommendation to the Program by a **District** or **University** designee; and
- 2) Interview and screening by **District** staff, including a background check, principal/teacher panel interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution; and

- 3) Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting; and
- 4) Interview with the **University** Intern Coordinator or a lead faculty member for the Program; and
- 5) Prior to beginning the Program, all Interns must have passed the CBEST exam, met the U.S. Constitution requirement and verified subject matter competence by completion of a CTC approved program of coursework or passage of the appropriate State content area exam (CSET); and
- 6) All Bilingual Authorization candidates/Interns must have passed a written and oral exam and have completed academic coursework in the identified language.

### **Intern Employment Status**

Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.

### **Reservation of Right to Payment**

Pursuant to Education Code Section 44462, **University** and/or **District** reserves the right to request an adjustment of up to 1/8 or 12.5% of the Interns' salary to cover supervision services pursuant to this Agreement.

### **Advisory Committees**

**District** and **University** will collaborate through the Cal Poly Pomona Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Program. In lieu of meetings, online communications/emails requesting or discussing information may be used.

### **Program Support**

To support Interns, **District** and **University** will each provide a qualified "Support Provider"/"Site Coach" to assist each Intern in the Program. The **District's** support provider is also referred to as the "Site Coach", and the **University's** support provider is also referred to as the "**University** Field Supervisor". A minimum of 144 hours of support/mentoring and supervision shall be provided to each intern teacher per school year with an additional 45 hours of support and supervision provided to an intern who enters the program without a valid English Learner authorization. The support and supervision will be a shared responsibility of the **District** and **University**. It is understood that the Intern, due to the nature of being the teacher of record the vast majority of these support/mentoring hours would through the school site and employing district opportunities.

Each "Site Coach" must: possess a valid credential to teach, supervise, and/or administer in the grade level supervised; have three (3) years' experience as a successful practitioner or administrator; hold EL Authorization; be able to demonstrate effective instruction of adult populations; and understand and support the policies and philosophy of the **University** Program. **District** "Site Coaches" are to meet with the Intern at least weekly to discuss/review the Interns progress and respond to questions to enhance the Interns knowledge and skill.

**District's** "Site Coaches" and the **University's** "Field Supervisors" will meet with Interns regularly throughout each semester of their Clinical Practice (Intern Supervision). They will:

- 1) Offer constructive suggestions on improving teaching skills, including written and oral observations about classroom performance; and

- 2) Review lesson plans both before and after classroom activities take place, teaching Interns how to design and implement lesson plans with an emphasis on accommodations and/or modifications for English Learners or students with special needs; and
- 3) Assist Interns with curriculum selection and design appropriate to the diverse student population in the classrooms; may include assessing language needs and progress of EL learners in the intern classroom and support for language accessible instruction; and
- 4) Ensure Interns obtain knowledge of State frameworks and Common Core State standards in appropriate academic disciplines and how to adapt them for K-12 content, English Learners and students with special needs; and
- 5) Assist Interns with the rudiments of teaching; may include in-class modeling and coaching as needed; and
- 6) Assist Interns with classroom management techniques and classroom organization; and
- 7) Assist Interns with various approaches to discipline and how to maintain a positive climate for learning and a safe classroom environment; and
- 8) Verify contacts with Interns and complete any surveys about the Intern or the Intern Program.

**District's "Site Coach" and University's "University Field Supervisor"** will meet without the Intern periodically, as needed, during an Intern's Program to discuss the Intern's progress.

Prior to the Intern teaching experience, the **University** will conduct program orientation seminars for Interns, typically during Intern Interviews and training opportunities for **District** Support Providers/Site Coaches (in-person meetings, phone or an online format will be available), in addition to any training/orientations the **District** might provide. Support Providers may need to participate in annual or periodic training/orientations for their role as a Support Provider and complete a university and a state intern support provider survey and any requested reviews of the Intern they are supporting.

**District** will include Interns in appropriate **District** support programs and provide training in regularly scheduled staff development activities.

**District** will provide appropriate release time from teaching responsibilities for Interns to complete necessary classroom observations of credentialed teachers, and provide appropriate release time for Interns to attend classes at Cal Poly Pomona, to complete their credential and program requirements.

**District** will allow video capture or synchronous video observation by the **University** field supervisor as part of or in lieu of on-site observations.

**University** Field Supervisors will visit Interns in their classrooms on a regularly scheduled basis to monitor each Intern's progress. The Field Supervisors will complete required Clinical Practice procedures and an additional Supervision Log if the intern continues in placement beyond required Clinical Practice to complete credential program requirements.

### **Academic Responsibility**

**University** shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.

### **Duration of Internship**

Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be allowed to finish his/her internship at the **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been conducted, may be removed from the paid internship position by the **District** or removed from the Program by the **University** in consultation with the **District**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's termination of participation in the **University's** Program or upon **University** discontinuing the Program.

### **Assessment**

Assessment of Intern competence is a joint responsibility of **University** and **District**. Each Intern will receive informal performance assessment/consultation by the **District** Support Provider and formal performance assessment/consultation from the **University** Field Supervisor throughout the period of the internship. At the end of the internship program, the **University** Field Supervisor may consult with the **District** Support Provider and **University** Intern Program may request the Support Provider to complete a summary of progress of the Intern to assist in the determination of the **University** in making a recommendation as to whether the Intern is ready for independent teaching. The **University** Field Supervisor will provide their recommendation to **University's** Credential Services Office which will determine the Intern's competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Intern is seeking to obtain. The final recommendation of competence of an Intern for applying for a teaching credential is by the **University**. Any forms completed by the **District** or Support Provider will belong to **University** as student records and will be kept on file in the CEIS Credential Services Office at the **University**.

### **Indemnification**

The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents arising out of the performance of this Agreement

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents arising out of the performance of this Agreement

### **Relationship of the Parties**

Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between parties.

### **Publicity**

Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

### **Records**

It is understood and agreed that all records, other than Intern evaluation records and information, shall remain the property of **District**. Interns' student records shall remain the property of **University**.

**Entire Agreement and Severability**

If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire Agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.

**Assignment**

Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

**District** will designate a **District** Coordinator/Contact Person to ensure supervisory and support assistance to Interns prior to finalizing this Agreement. The designated **District** Coordinator for the purposes of this Agreement will be:

Name: Kirk Skorpanich  
Title: Assistant Superintendent of Human Resources  
Email Address: [kirk.skorpanich@puhsd.org](mailto:kirk.skorpanich@puhsd.org)  
Phone: 951-943-6369 ext. 80302  
Fax: 951-943-9852

**Notices**

All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice) and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.

**To University:**

Procurement and Support Services – Purchasing  
Cal Poly Pomona  
3801 W. Temple Avenue, Bldg. 75  
Pomona, CA. 91768  
Telephone (909) 869-3383  
Facsimile (909) 869-5475

**To District:**

Official’s Name: Kirk Skorpanich  
Official’s Position: Assistant Superintendent of Human Resources  
District: **Perris Union High School District**  
Address: **155 E 4<sup>th</sup> Street**  
City/State/Zip Code: **Perris, CA 92570-2124**  
Phone: 951-943-6369 ext. 80302  
Fax: 951-943-9852  
Email: [kirk.skorpanich@puhsd.org](mailto:kirk.skorpanich@puhsd.org)

## **Representations**

Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

## **Insurance**

1 The **University** and **District** shall secure and maintain at all times during the term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.

- Such coverage provided by the **University** and **District** may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

- Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- |                      |             |
|----------------------|-------------|
| 1) Each Occurrence   | \$1,000,000 |
| 2) General Aggregate | \$3,000,000 |

- The **University** and **District** shall each secure and maintain at all times during the term of their Agreement, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. **University** CSURMA provides Workers' Compensation coverage for all registered CSU students who are pursuing a professional credential in Education (including teaching) while participating in this program. Such coverage provided by either the **University** and/or **District** may be afforded via commercial insurance or self-insurance.

- Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limits no less than One Million Dollars (\$1,000,000) per occurrence.

The **University** and **District** shall further provide for thirty-day (30) advance written notice of any modification, change or cancellation of any of the above insurance coverage's.

2. The **University** shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

### THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY, WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State **UNIVERSITY**, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license Agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

**Governing Law**

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted enforced and governed by California laws.

**Fingerprinting/Background Checks**

In accordance with California Education Code Section 44320 (d), each credential candidate prior to assignment to **District** must obtain at their sole expense a “Certificate of Clearance,” which includes a complete Live Scan Service. The State **University** will ensure that student’s receive a Certificate prior to beginning their assignment in the **District**.

**Tuberculosis**

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **District** must obtain at their sole expense an examination within the **District** timeframe to determine that he or she is free of active tuberculosis, by a licensed physician or surgeon prior to beginning their assignment in the **District**.

**General Provisions**

The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at Pomona, California.

*IN WITNESS WHEREOF*, this Agreement has been executed by the **parties** hereto, effective the date above written.

**CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA**

**BY:** \_\_\_\_\_  
Joseph Simoneschi  
AVP for Finance and Administrative Services

**DATE:** \_\_\_\_\_

**ROSEMEAD ELEMENTARY**

**BY:** \_\_\_\_\_  
Signature of Authorized District Official

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Print name and title of Authorized District Official