



## INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective July 15, 2014 (“**Effective Date**”) by and between Mount Diablo Unified School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Contra Costa (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

### RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

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

1. **Term**. The term of this Agreement shall commence as of the Effective Date above and shall continue until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns**. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **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 or acceptance of, 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.
3. **Program Requirements**. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
  - a. Recommendation to a Program by a **District** designee.
  - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
  - c. 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.
  - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
  - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
  - f. All service preconditions required by the CCTC shall have been met.

4. 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.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, District reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request District shall provide written certification to University that each Intern placed with District has not displaced a certificated District employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. District and University will collaborate to develop an 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 Programs.
8. Teacher and Special Education Intern Support.
  - a. To support Education Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Program. District supervisors are called "Site Support Providers". University supervisors are called "University Support Providers". District Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. University Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
  - b. District Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. University Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. District and University shall independently determine the qualifications of their respective supervisors.
  - c. District's Site Support Provider and University's Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
  - d. District's Site Support Provider/Site Supervisors and University's Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
  - e. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
  - f. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
  - g. District will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at District.
  - h. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. District Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. University Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. University Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.
9. Counseling, Psychology and Administrative Services Intern Support
  - a. To support Services Credential Interns, District and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. District supervisors are called "Site Support Providers/Site Supervisors". University supervisors are called "Support Providers/University Supervisors".
  - b. District and University shall independently determine the qualifications of their respective supervisors.
  - c. District's Site Support Provider/Site Supervisors and University's Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
  - d. District's Site Support Provider/Site Supervisors and University's Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
  - e. Concurrent with an Intern's experience at District, University will hold Program orientation seminars for Interns and training seminars for District Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, University representatives will review supervising techniques, establish procedures for conducting observations and providing

- assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
- f. District will include Interns in appropriate District support programs and regularly scheduled staff development activities.
  - g. District will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at District.
  - h. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, 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 experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
  11. 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 permitted to finish his/her internship at District. However, an Intern who performs below acceptable District or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the District and/or removed from his/her Program by the University. All services provided by University and District pursuant to this Agreement shall terminate upon an Intern's removal from the District or termination of participation in a Program.
  12. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the District Site Support Provider/Site Supervisor and the University Support Provider/University Supervisor.
  13. Indemnity. The District shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.  
  
The University shall defend, indemnify and hold the District, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.
  14. Relationship of 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 the parties.
  15. 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.
  16. Records. It is understood and agreed that all employment records shall remain the property of District, and all student records, including Intern assessments, will remain the property of University.
  17. 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.
  18. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
  19. 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.
  20. 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.
  21. 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 San Diego, California.

This Agreement is executed by and between:

**University:** National University

**District:** Mount Diablo Unified School District

Contact:

Credentials Contract Coordinator  
11255 North Torrey Pines Road  
La Jolla, CA 92037-1011  
Telephone (858) 642-8300  
Facsimile (858) 642-8717  
credcontracts@nu.edu

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Randy C. Frisch, Esq.  
Vice Chancellor, Business and Administration

Telephone: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**TEACHER BARGAINING UNIT:**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name:

Title:

(Representative of Teacher Bargaining Unit)

## **EXHIBIT A**

### **Internship Programs**

**District and University** wish to partner to support the following Programs:

Teacher Education Internship Credential

Special Education Internship Credential

Preliminary Administrative Services Internship Credential

Pupil Personnel Services Internship Credential – School of Counseling

Pupil Personnel Services Internship Credential – School of Psychology