

California Lutheran UNIVERSITY

TEACHING INTERNSHIP CONTRACT

This Agreement is made between California Lutheran University (CLU) and Mount Diablo Unified School District (AGENCY)

RECITALS

- A. CLU has established an approved program of special training entitled the Intern Program, to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject and Education Specialist (mild to moderate, moderate to severe and deaf and hard of hearing) initial teaching credential programs (the "Program").
- B. Program requires supervision and facilities provided by the Mount Diablo Unified School District (AGENCY) where students can obtain the clinical learning experience required in the curriculum; and
- C. The Mount Diablo Unified School District (AGENCY) provides the clinical setting, supervision, and equipment needed by Program Interns as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and the Mount Diablo Unified School District (AGENCY) agree as follows:

1.0 Obligations of the Agency.

1.1 AGENCY will provide suitable clinical learning experience and supervision for the intern. The intern is recognized as an employee of the AGENCY.

1.2 AGENCY will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.3 AGENCY agrees to not reduce an intern's salary by more than 1/8 of the intern's total salary to pay for support and mentoring personnel and that the salary not be less than the minimum base salary paid to a regularly certificated person.

1.4 AGENCY agrees to provide support personnel for the intern. Support personnel must have the following minimum qualifications:

- a. Valid corresponding credential
- b. At least three full years of successful teaching experience
- c. EL authorization (if providing EL support)

1.5 AGENCY agrees that if the intern salary is reduced, no more than eight interns may be mentored by one qualified support person.

1.6 AGENCY agrees that no appropriately certificated employee will be displaced by the use of any intern and that the AGENCY is unable to fill the necessary position with a qualified certificated employee for which this internship credential is being implemented.

1.7 AGENCY agrees to have on file procedures for assignment and evidence of paying the support personnel assigned to intern.

1.8 The AGENCY agrees that the rationale for implementing and participating in the California Lutheran University Teaching Internship Credential Program is to provide appropriately trained personnel to meet the educational needs of the students within the Mount Diablo Unified School District (AGENCY). This includes:

- a. providing sufficient resources for the intern to perform their job
- b. providing protected time for the AGENCY-provided support personnel to work with the intern within the school day
- c. Identify time and frequency of support and clearly define the expectations for support.
- d. Collaboratively developing an *Intern Support Plan* (ISP) **prior** to the intern beginning his/her teaching assignment. The ISP will detail how the intern will receive 144 hours of supports, and 45 additional hours of English Learner support during each year of assuming the role of "teacher of record." The ISP will be revised as needed in collaboration with all partners. The ISP will be kept jointly by the AGENCY and CLU.

1.9 The AGENCY has advised and consulted with the exclusive representative of the applicable employees in this area.

1.10 AGENCY shall provide all equipment and supplies needed for clinical instruction at Facility.

1.11 AGENCY shall arrange for emergency care in case of illness or accident to any participating intern including workers compensation insurance.

1.12 Terms of employment, including the evaluation process of site support is clearly defined for the intern.

1.13 AGENCY will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiate for English learning students. This support person(s) will provide mentorship for assessing

language needs and progress, and to support language accessible instruction through in-classroom modeling and coaching as needed. (may be the same mentor as the support personnel providing the individual holds a credential with an EL authorization).

1.14 AGENCY will instruct the support personnel to assist the intern in maintaining an Intern Support Log (provided by the University) to document no fewer than **144** hours of general support and **45** hours of English learner support.

2.0 Obligations of CLU.

2.1 CLU will ensure that the intern meets all CTC pre-service requirements in order to qualify for an intern program.

2.2 CLU will work with the facility to develop a professional plan that includes:
a. provisions for ongoing evaluation of the AGENCY intern
b. description of the courses and other requirements to be completed by the intern

2.3 CLU will provide supervision of the intern according to a prescribed plan (ISP). University supervisor qualifications will include:
a. current knowledge of the content area being supervised
b. ability to model best professional practices in teaching and learning.
c. knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity
d. thorough grasp of the academic standards, frameworks, and accountability systems that drive curriculum.

2.4 CLU will provide and maintain the records and reports necessary for conducting the students' internship experience.

2.5 CLU will prohibit the publication by the intern, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.6 CLU will provide the AGENCY with a description of the internship program, curriculum and objectives to be achieved.

2.7 Instructors and interns at CLU will abide by the rules and policies of AGENCY while using its facilities.

2.8 CLU will provide its University Supervisors with ongoing support and training regarding the mentoring process and the documentation process necessary for the intern program.

2.9 CLU will identify the time and frequency of observations and coaching to

the intern and the AGENCY. Visits to the site by the University Supervisor will include in-classroom observations and in-classroom coaching.

2.10 CLU will support collaboration between the AGENCY appointed support provider and the university supervisor.

3.0 Term.

3.1 This agreement will commence on August 1, 2020, and is valid for five years. (or if changes are required for CTC regulations or standards)

4.0 Application of AGENCYs Rules.

The intern will be under the jurisdiction of the AGENCY for training purposes and will follow facility rules to the extent that such rules directly relate to the internship. CLU interns will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and the AGENCY each reserve the right to withhold or withdraw the placement of Program students depending upon the availability of facilities and qualified support personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to defend, indemnify, and hold harmless the AGENCY, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of CLU or those of any of its officers, agents, employees, or students, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any subject of this Agreement. CLU is also held harmless for worker's compensation, AGENCY taxes and withholding, and any other financial costs related to employment of AGENCY employees.

AGENCY agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of AGENCY, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement. AGENCY is also held harmless for workers compensation, CLU taxes and withholding, and any other financial costs related to employment of CLU employees.

6.2 Each party to this Agreement shall provide and maintain Worker's Compensation including agency's Liability Insurance as required under the law of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations, herunder, with respect to the acts and omissions of each respective party's employees, interns, agents, and/ or students, which shall include but limited to; (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 AGENCY and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national or ethnic origin, disability, marital status, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 AGENCY agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

7.3 CLU shall be responsible for ascertaining from the AGENCY all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Intern is required to comply with Education Code section 45125.1, Fingerprint certification requirements. CLU must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the AGENCY under this Agreement. The Intern is required to comply with Education Code section 49406, Examination for tuberculosis requirements. CLU must cause to be on file with the AGENCY a certificate from the examining physician showing the Intern has been examined and found free from active tuberculosis.

8.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the-other-party.

9.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except if CLU's termination of this agreement is based on lack of funding, or it is discovered that site supervision is not being provided in accordance with this agreement; the 30 days' notice shall not apply. The notice required under this clause shall be sent

by registered mail.

10.0 Non-Assignment and Subcontracting.

Agency shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

11.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

12.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

13.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

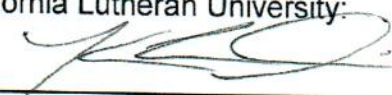
14.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

15.0 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, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, 2020.

California Lutheran University:
By: 
(Signature)

Mount Diablo Unified School District (AGENCY)
By: _____
(Signature)

Karen Davis
(Printed Name)

(Printed Name)

V.P. for Administration & Finance
(Title)

(Title)