



INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Mount Diablo Unified SCHOOL DISTRICT

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Walnut Creek Campus, and District Support Provider (if appropriate) who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

1. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
2. The intern receives salary and benefits based on the District's current policies. The intern may be assigned to extracurricular activities, department and/or faculty meetings proportionate to the teaching load of a regular contractual teacher. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
3. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

4. The intern is responsible for maintaining up-to-date records of course plans, lesson plans, and unit plans. The intern is expected to:
 - Make preparations to accomplish his/her teaching responsibilities outside the classroom;
 - Abide by the policies of the school and district;
 - Meet administrative due dates;
 - Communicate with parents by letter, phone, and/or conference when necessary;
 - Maintain prompt and regular attendance;
 - Maintain a grade book;
 - Initiate conferences with the University supervisor and district support provider to discuss progress and receive feedback about his/her teaching.
5. The District will assign a District Support Provider (if appropriate) to the intern to provide support throughout the year. The Support Provider will serve as an on-site guide, who observes the intern, and provides substantive feedback.
6. The District acknowledges that each intern under this Internship Contract Agreement shall be a paid employee of the District and thus covered under the District's insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

Please Note: As required by Education Code 44466: Interns shall not acquire tenure while serving on an Internship Credential.

Brandman University and the Mount Diablo Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on October 15, 2011, and continuing until October 15, 2013 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT
REPRESENTATIVES:

Signature: _____

Name: _____

Title: Superintendent

Date: _____

Signature: _____

Name: _____

Title: Human Resources

Date: _____

UNIVERSITY:

Signature: _____

Name: Gary Brahm

Title: Chancellor

Date: _____

Signature: 

Name: Dr. Christine Zeppos

Title: Dean, School of Education

Date: _____

Signature: _____

Name: _____

Title: Campus Internship Coordinator

Date:

APPENDIX A

Preconditions Established by State Law for Internship Programs

For initial and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law:

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. (Reference: Education Code Section 44453).
- (2) **Supervision of Interns.** In an internship program, the participating institutions shall provide supervision of all interns. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern's salary is reduced, no more than eight interns may be advised by one district support person. (Reference: Education Code Section 44462). Institutions will describe the procedures used in assigning supervisors and where applicable, the system used to pay for supervision.
- (3) **Assignment and Authorization.** To receive approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential (Reference: Education Code Section 44454). The institution stipulates that the intern's services meet the instructional or service needs of the participating district(s). (Reference: Education Code Section 44458).
- (4) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential involved. (Reference: Education Code Section 44321 and 44452).

Specific Preconditions Established by the Commission for Internship Programs

For initial and continuing accreditation, participating districts and universities must adhere to the following requirements established by the Commission on Teacher Credentialing.

- (5) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (6) **Justification of Internship Program.** Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. Also, the local bargaining unit (teacher union) is encouraged to provide a written statement of support for the internship agreement. See Appendix B for examples.

APPENDIX B

District or Consortium Statement of Need Sample Letter

This must appear on district letter head

To Whom It May Concern:

California faces a critical shortage of teachers. Presently, the Commission on Teacher Credentialing estimates the shortage of credentialed teachers in California exceeds 30,000. In addition, the number of minority teachers and teachers trained to meet the needs of all our students is woefully deficient.

Our district or consortium reflects this critical shortage. The growing number of students in our district over the last few years has focused our attention on hiring additional teachers. Although we attend many recruitment fairs and hold district interviews, we have experienced difficulty finding enough teacher candidates to meet our staffing needs. We are seeking ways to hire qualified teachers and believe the Brandman Internship Program will provide a ready solution to this problem.

We look forward to working with the Brandman Intern Program and with Brandman Intern teachers. Hiring these Intern teachers will in no way displace teachers already employed in our district or consortium.

Sincerely,

Name
Title

**Local Bargaining Unit
Sample Letter**

This must be on the Bargaining Unit Letter Head

To Whom It May Concern:

On behalf of the _____ Education Association, I wish to express our support of the
_____ School District in their efforts to secure an Internship Credential Agreement with
Brandman University.

Sincerely,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944 Debbie Russell	1-818-539-2300 CONTACT NAME: Megan McArdle PHONE (A/C, No, Ext): 818-539-1340 FAX (A/C, No): 818-539-1640 E-MAIL ADDRESS: megan_mcardle@ajg.com																					
INSURED Brandman University Attn: Allan Brooks c/o Chapman University One University Drive Orange, CA 92866	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>UNITED EDUCATORS INS RRG INC</td> <td>10020</td> </tr> <tr> <td>INSURER B:</td> <td>HARTFORD FIRE IN CO</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	UNITED EDUCATORS INS RRG INC	10020	INSURER B:	HARTFORD FIRE IN CO	19682	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	UNITED EDUCATORS INS RRG INC	10020																				
INSURER B:	HARTFORD FIRE IN CO	19682																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 23686735

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CGL201100052400	09/01/11	09/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll: \$1,000		72UENGM6520	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Fieldwork and Internship Agreements between Brandman University and Mt. Diablo Unified School District. Certificate holder is named as Additional Insured for general liability coverage as required by contract or agreement and to the extent insurable as their interests may appear with respect to the operations of the Named Insured.

Subject to all policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Mt. Diablo Unified School District Attn: Denise Larkins 1936 Carlotta Drive Concord, CA 94519 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Megan McArdle</i>
---	---