

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

STUDENT TEACHING AND INTERNSHIP AGREEMENTS

This **AGREEMENT** entered into on **April 23, 2020** 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, hereinafter called **State** or **State University**, and **School District** as noted below, hereinafter called the **District**, and collectively referred to as **party** or **parties**:

WITNESSETH

WHEREAS, under the California Education Code Section 44450, et seq., the governing board of any **District** is authorized to enter into agreements with a **State University** accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences through practice teaching and internships for the students enrolled in teacher training curricula of the **State University**; and

WHEREAS, the **District** is authorized to enter into agreements with the **State**, to provide teaching experience through field experience, practice teaching and paid internships to students enrolled in teacher training curricula of the **State University**; and

WHEREAS, Student observers or Fieldwork or Early field experience includes the following activities: Early Childhood Practicum, Novice Clinical Practice, Education Administration fieldwork as described on **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, Student Teaching/Clinical Practice includes the following programs: Education Specialist Credentials, Multiple Subject Credentials, and Single Subject Credentials, as described in **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, paid internship includes the following programs: Education Specialist Credentials, Multiple Subject Credentials, Single Subject Credentials, and Education Administration Interns, as described in **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, the **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.

WHEREAS, it has been determined between the **parties** hereto that the payments to be made to the **District** under this agreement do not exceed the actual cost to the **District** of the services rendered by the **District**; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the **District** to the supervising teacher as compensation for and recognition of services performed for the student teacher/teacher candidate in the supervisory teacher's charge.

NOW, THEREFORE, it is mutually agreed between the **State** and the **District** as follows.

SPECIAL PROVISIONS

The **State University** and the **District** are as follows:

STATE UNIVERSITY

California State Polytechnic University, Pomona
3801 West Temple Avenue
Pomona, CA 91768

And

SCHOOL DISTRICT

San Marino Unified School District
1665 West Drive
San Marino, CA 91108

The **TERM** of the Agreement shall be for *approximately three (3) fiscal years*, beginning **July 1, 2020** through **June 30, 2023**. This agreement is valid and enforceable only if funds are made available for 2020/2021, 2021/2022 and 2022/2023 fiscal year's Budget Act for the purpose of this program.

The **SERVICES** for standard Clinical Practice to be provided by **District** to **University** shall not exceed sixteen (16) weeks of practice teaching.

The **STATE** shall pay the **DISTRICT** for cooperating teachers for standard Clinical Practice if it's merited for one of the programs listed above at the rate of **\$350.00** per student, which may increase based on funds available.

The **SERVICES** for Intern teachers to be provided by the **District** shall be for the period covered by the Intern contract between the Intern and the **District** while Intern-eligible by **University**.

GENERAL TERMS

Placement of Student Teacher Candidates

1. The **District** shall provide to **State University** student teacher candidates field experience through practice teaching in schools and classes of the **District** not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the **District** and under the direct supervision and instruction of such employees of the **District**, as the **District** and the **State** through their duty-authorized representatives may agree upon.

The **District** may at its sole discretion, refuse to accept for practice teaching any student teacher candidate of the **State University** assigned to practice teaching in the **District**. Upon request of the **District**, at its sole discretion, the **State** shall terminate the assignment of any student teacher candidate of the **State University** to practice teaching in the **District**.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the **District** holding valid credentials issued by the State Board of Education, California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The **State** will pay the **District** for the performance by the **District** of all services required to be performed under this agreement at the amount set forth in Special Provisions.

Each semester of practice teaching for elementary and secondary schools shall be a full-time practice teaching experience or its equivalent. Student teaching shall normally provide for a full day’s experience or its equivalent to five days per week. Any deviation from this definition of assignment must be consistent with **State University** policy and can be made only with the approval of the **State University**.

3. An assignment of a student teacher candidate of the **State University** to practice teaching in schools or classes of the **District** shall for approximately sixteen (16) weeks, but a student teacher candidate may be given more than one assignment by the **State University** to practice teaching in such schools or classes.

The assignment of a student teacher candidate of the **State University** to practice teaching in the **District** shall be deemed to be effective for purposes of this agreement as of the date the student teacher candidate presents to the proper authorities of the **District** the placement letter or other document given the student teacher candidate by the **State University** commencing such assignment, but not earlier than the date of such assignment as shown on such letter or other document.

In the event the assignment of a student teacher candidate of the **State University** to practice teaching is terminated by the **State University** or the **District** following due process, the **District** shall receive payment on account of such student teacher candidate prorated by the number of weeks worked.

Absences of a student teacher candidate from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided by the **District**.

4. In the event the **District** offers the student teacher candidate a short- or long-term substitute-teaching assignment, the **State University** shall determine the length of unsupervised Clinical Practice days of the substitute-teaching assignment, if the student teacher candidate is or will be in his/her official solo period, and if the student teacher candidate has demonstrated student success as a student teacher candidate.
5. Within a reasonable time following the close of each semester session of the **State University**, the **State** shall provide payment directly to the **District**, at the rate provided herein, for all units of practice teaching provided by the **District** under and in accordance with this agreement during said semester.

The **State** will pay the amount due each semester from monies made available for such purpose by or pursuant to the laws of the **State**.

Student inquires: **CEIS-Office of Clinical Practice**
California State Polytechnic University, Pomona
3801 West Temple Avenue
Pomona, CA 91768
909-869-4300 **telephone**

Contract inquires: **Procurement and Support Services**
909-869-3391 **telephone**

6. Notwithstanding any other provisions of this agreement, the **University** shall not be obligated by this agreement to pay the **District** any amount in excess of the services rendered.

Placement of Interns

1. **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.
2. *Program Requirements.* Each candidate Intern accepted into the Program will be required to meet the following qualifying criteria:
 - a. Recommendation to the Program by a **District** or **University** designee; and
 - b. 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
 - 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; and
 - d. Interview with the **University** Intern Coordinator or a lead faculty member for the Program; and

- e. 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
 - f. All Bilingual Authorization candidates/Interns must have passed a written and oral exam and have completed academic coursework in the identified language.
3. *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.
 4. *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.
 5. *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.
 6. *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.

In the case of itinerant assignments, whereby an intern must travel to several schools within a district to provide services (e.g., music, APE), the District shall provide a contact at each school site (e.g., site administrator) who can provide to the itinerant intern teacher student information such as special needs, accommodations, or other instructional information needed for the intern to meet the needs of all students.

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.

The District "Support Provider/Site Coach" will be paid a one-time stipend directly, by Cal Poly Pomona. Stipend payments will only be made upon completion of support provider duties for the academic year and when required paperwork has been submitted to the Cal Poly Pomona Teacher Intern Office.

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:

- a. Offer constructive suggestions on improving teaching skills, including written and oral observations about classroom performance; and
- b. 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
- c. 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
- d. 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
- e. Assist Interns with the rudiments of teaching; may include in-class modeling and coaching as needed; and
- f. Assist Interns with classroom management techniques and classroom organization; and
- g. Assist Interns with various approaches to discipline and how to maintain a positive climate for learning and a safe classroom environment; and
- h. 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.

7. *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.
8. *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.
9. *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 will be kept on file in the CEIS Credential Services Office at the **University**.
10. *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.
11. *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.
12. *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**.
13. *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.

14. *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: Jason Kurtenbach
Title: Executive Director of Curriculum and Instruction
Email: jkurtenbach@smusd.us
Phone: 6262997000
Fax: 6262997002

15. *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
California State Polytechnic University, Pomona
3801 West Temple Avenue, Bldg. 75
Pomona, CA. 91768
Telephone (909) 869-3391
Facsimile (909) 869-5475
Email: lorrainer@cpp.edu

To District:

Mr. Jason Kurtenbach
Executive Director of Curriculum and Instruction
San Marino Unified School District
1665 West Drive
San Marino, CA 91108
Phone: (626) 299-7000
Fax: ()
Email: jkurtenbach@smusd.k12.ca.us

16. *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 contract, 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 limit 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.

INDEMNIFICATION

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other harmless from all liability for damage to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

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

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 students 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

This Agreement: (a) will be binding and enforceable by the parties and their representative 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: _____
Lorraine A. Rodriguez, C.P.M. Contract Administrator
Procurement and Support Services

DATE: _____

SAN MARINO UNIFIED SCHOOL DISTRICT

BY: Jason Kurtenbach
Signature of Authorized District Official

DATE: 4/24/20

Jason Kurtenbach, Executive Director of Curriculum and Instruction
Print name and title of Authorized District Official