



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

**COLLEGE OF EDUCATION
University Intern Agreement**

This Agreement (“Agreement”) is executed on the ____ day of _____, 20____, by and between the Trustees of the California State University on behalf of **California State University, Dominguez Hills (“University”)** and _____ (“District”). The parties may be referred to collectively as the “Parties” and singularly as a “Party”.

WITNESSETH:

WHEREAS, University is an institution of higher learning authorized pursuant to California law to offers fully accredited Multiple Subject, Single Subject, PK-3 ECE Specialist Instruction, and Education Specialist Teaching Credential Programs and to maintain classes and such programs at District for the purpose of providing training for students in such classes; and

WHEREAS, District provides a learning environment where students may complete their academic fieldwork studies for required coursework; and

WHEREAS, the Parties will both benefit by making a clinical training program available to University students at District,

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

I. PURPOSE

1. The California Commission on Teacher Credentialing (CTC) *Standards of Quality and Effectiveness for Multiple Subject, Single Subject, PK-3 ECE Specialist Instruction, and Education Specialist Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending students for California teaching credentials. (See CTC Coded Correspondence [#1404](#) for supervision and support requirements for interns.)
2. This Agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for university students. For purposes of classification, students are identified as interns, and are considered paid employees of the District.
3. University Internship Programs are designed to be partnerships between institutions of higher education and public-school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in the participating District.
4. It is further agreed that an intern’s salary will not be reduced to pay for supervision. University stipulates that intern’s services meet the instructional needs for the Multiple Subject, Single Subject, PK-3 ECE Specialist Instruction, and Education Specialist teachers (including Bilingual Authorization) in the District.

5. As interns, University students assume the teaching responsibilities that are authorized by the regular standard credential (as identified herein above in Section I[1]) and meet the instructional or service needs of the District.

II. UNIVERSITY RESPONSIBILITIES

1. The University shall provide supervision, administration, and implementation of all components of the program including recommending University students for intern credentials to the California Commission on Teacher Credentialing (CTC). University intern credentials are valid for the period of two years.
2. The University shall provide a Preservice Preparation Program that meets current CTC Standards for English Learner Preservice Preparation.
3. The University shall provide University supervisors with an orientation to the program's expectations as well as training and ensures that the supervisors are knowledgeable about the program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and TPA model chosen by the program. In addition, program supervisors maintain current knowledge of effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices for teachers in whose classrooms or settings candidate experiences will take place to ensure that all supervisors of fieldwork/clinical practice experiences and all cooperating teachers understand their roles and expectations.
4. The University shall provide University supervisors who are credentialed or who have equivalent experience in educator preparation to the students they are supervising and should have recent professional experience in school settings where the curriculum aligns with California's adopted content standards and frameworks the school reflects the diversity of California's student population. For Education Specialist students, the university supervisors should have expertise in the education specialist instructional area of the candidate being supervised.
5. The University shall ensure that University Supervisors observe and evaluate interns at least six times per semester while employed under an intern credential at District. The TPEs form the basis for these discussions and evaluations. Clinical supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the TPEs, that produce data that can be aggregated and disaggregated.
6. The University shall direct University Supervisors to meet and consult with employer-provided on-site support providers as needed, collect employer-provided support documentation, and collaborate in tracking the hours of support and supervision provided to the intern teacher.
7. The University shall ensure that each intern authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Authorization. Reference: Education Code Section 44325 (c) (4).
8. The University shall provide program advisement about the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training.

9. The University shall provide additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
10. The University shall provide instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

III. DISTRICT RESPONSIBILITIES

1. The District shall ensure the intern is placed in a position that matches the identified subject matter competency area and grade level, give them the full range of responsibilities of full-time teachers, and provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his or her position.
2. The District shall develop and implement a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include provisions for an annual evaluation of the intern.
3. The District must identify a mentor or other designated individual who meets the Commission's specified criteria (see Coded Correspondence 14-04) prior to an intern assuming daily teaching responsibilities. The District provided mentor(s) meet the following minimum qualifications:
 - a. Valid corresponding Clear or Life Credential.
 - b. Three years of successful teaching experience.
 - c. English Learner (EL) Authorization (if responsible for providing specified EL support).
4. This mentor should be available to assist the intern with planning lessons that are appropriately designed and differentiated for English language learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. (This may be the primary support provider, providing he/she have an EL Authorization.)
5. In all internship programs, the District, in partnership with the University program, shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code. Hours spent with a district-employed supervisor to satisfy the intern annual requirements may qualify towards meeting the 5 hours/week requirement as described in the program standards.
6. The District shall provide opportunities for interns to attend and participate in district-sponsored workshops, staff development, new-teacher orientations, and grade level or department meetings related to curriculum, planning, instruction, and/or assessment.
7. The District shall allocate sufficient resources for support of the intern, including the identification of protected time for the support provider to work with the intern within the school day, including clearly defined expectations for type and frequency of support.
8. The District shall agree to allow the University supervisor to visit the intern in his/her classroom during the University's academic semesters.

9. The District shall appoint a district-level contact person to serve as a liaison to the Co-Chairs of the University (CSU Dominguez Hills) Division of Teacher Education for the purpose of coordinating and evaluating the program.
10. The District agrees to allow video capture so the students may complete University assignments and the final performance assessment as required by the University and CTC.
11. The administrator of the school where the intern is assigned will serve as the District's evaluator of the intern, complete required documentation in a timely manner, and meet with the University supervisor as needed to monitor and assess the intern's progress. The District's Administrator and the University supervisor will review the documentation to determine intern competence and jointly recommend/not recommend the intern for a teaching credential. If there is a lack of consensus between the University supervisor and the District administrator, the documentation will be reviewed by the University Co-Chairs of the Teacher Education Division and a District level administrator, at which time a decision will be made.
12. If the candidate holding an intern credential must complete coursework and/or observations of credentialed teachers to continue moving toward earning a preliminary teaching credential, the District should provide release time from teaching responsibilities to complete necessary classroom observations of credentialed teachers or to attend classes at the teacher preparation institution.
13. The District guarantees that 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 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.
14. The District guarantees that the participating institution authorizes the students 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 interns' services meet the instructional or service needs of the participating District(s). Reference: Education Code Section 44.
15. The District may dismiss a student if the student violates its standards, mission or goals. The District will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

IV. TERM AND TERMINATION

This Agreement will become effective as of the date last written below and continue through _____, unless terminated by either Party after giving the other party 30 days written notice of the intent to terminate. If the District terminates this Agreement, it will permit any student working at the District at the time of termination to complete his/her internship. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable, and executed by the appropriate Parties.

V. INDEMNIFICATION

The University agrees to defend all claims of loss, indemnify and hold harmless the District and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses

and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

The District agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Dominguez Hills and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the District or its employees, agents or volunteers in the performance of this Agreement.

VI. INSURANCE

Each Party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Students are considered employees of the District and will be compensated by the District and covered under Districts' workers compensation policy. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.

VII. CONFIDENTIALITY

a. Student Intern Records

For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates District and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by District programs or facilities to which the student is assigned to carry out the relevant educational experience. District and its organizational components (i.e., programs) agree to maintain the confidentiality of each student's educational record in accordance with the provisions of FERPA.

b. District Pupil Record

No Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

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.

VIII. FINGERPRINTING

Pursuant to California Education Code 45125.1, if District determines that the services provided by University students involve more than limited contact with District students, University students shall be fingerprinted (at students sole expense) as required by the District before services commence.

IX. GENERAL PROVISIONS

a. Dispute

Any dispute arising under the terms of this MOU which is not resolved within a reasonable period of time by authorized representatives of District and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the District and the Chief Business Officer (or designee) of University for joint resolution. At the request of either Party, University shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of University shall be available to assist in the resolution by providing advice to both Parties regarding University contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either Party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

b. Non-Discrimination

The Parties agree that all students receiving training pursuant to this Agreement shall be selected without discrimination on the basis of race, color, religion, national origin, sex, gender identity, gender expression, ancestry, physical or mental disability, medical condition, pregnancy, age (over 40), marital status, political affiliation, sexual orientation, genetic information, covered veteran status, or any other classification prohibited by state or federal laws.

c. Independent Contractors

District is, for all purposes, an independent contractor and shall not be deemed an employee of the University. District and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University or the State of California. While District is required by this Agreement to carry Worker's Compensation Insurance for the interns, in no event shall District and its employees be entitled to unemployment or workers' compensation benefits from University.

d. Status of Students

The Parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are considered employees of the District. Students are not considered employees, officers, agents or volunteers of the University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

e. 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.

f. 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.

g. Assignment

Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this

paragraph shall be void.

h. Entire Agreement

This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

i. Captions

Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

j. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

k. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California County of Los Angeles.

l. Notices

All notices or other communication provided for in this MOU shall be given to the Parties addressed as follows:

TO UNIVERSITY:

California State University, Dominguez Hills
1000 E. Victoria Street
Carson, CA 90747
Attn: Procurement and Contracts

TO DISTRICT:

m. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

n. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

UNIVERSITY

BY _____

Name _____

Title _____

Dated _____

DISTRICT

BY _____

Name _____

Title _____

Dated _____

UNIVERSITY

APPROVED TO FORM (COLLEGE OF EDUCATION)

BY _____

Name _____

Title _____

Dated _____

BY _____

Name _____

Title _____

Dated _____