



California State University, Chico  
School of Education  
Red Bluff Union Elementary School District  
Paid Internship Agreement

This agreement is between Red Bluff Union Elementary School District (“District”) and California State University, Chico (“University”), who may be referred to collectively as the parties. The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential, or are participating in an alternative paid internship position (“Paid Intern”). This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing, or are participating in an alternate paid internship position (“Paid Interns”) will gain experience in the public school setting. University employs one or more experienced credentialed teachers, administrators, or doctoral candidates who have agreed to provide direct classroom supervision and support to Paid Interns and Local Support Teachers. Such individuals may be referred to below as *University Supervisors*.

## I. TERM OF THE AGREEMENT

- A. This Agreement shall remain in effect for a term of three (3) years beginning January 22, 2019 and ending January 22, 2022, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party.

## II. RECITALS

- A. University operates a program for the education and training of candidates pursuing a California Preliminary Education Specialist (Mild/Moderate and Moderate/Severe) Teaching Credential, and Preliminary Multiple Subject Teaching Credential or Preliminary Single Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

## III. CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

- A. In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English Learner support and supervision, which must be provided to Paid Interns. The regulations (California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.
- B. Under the approved regulations, the University and District must:
1. Identify a Local Support Teacher or other designated individual who meet the CTC’s specified criteria prior to a Paid Intern’s start date.
  2. Provide a minimum of 144 hours per year (72 hours per semester) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.

- a. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.
3. Provide an additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English Learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-Cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed Local Support Teacher. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-Cultural Language and Academic Development (CLAD) Certificate.
  - a. A minimum of one hour of support/mentoring and supervision specific to English Learners must be provided to the Paid Intern every five instructional days.
  - b. More information regarding the types of activities that count towards these support hours may be found at <http://www.csuchico.edu/soe/documents/Intern%20Checklist.pdf>.
4. As per California Education Code section 44462, the site must meet the minimum salary specifications for an intern and may reduce the intern's salary by up to one-eighth to offset intern support.

#### IV. DISTRICT AND/OR SCHOOL ADMINISTRATOR RESPONSIBILITIES:

- A. District will submit to University's School of Education a *School District Letter of Intent to Hire* (Exhibit A). Visit University School of Education's website <http://www.csuchico.edu/soe/> for more information.
- B. District will provide each Paid Intern with a certified, experienced district-employed Local Support Teacher who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the teaching performance expectations prior to the Paid Intern's first day as a teacher of record. District will provide documentation to the University of appropriate credentialing of district-employed Local Support Teacher as needed. The Local Support Teacher must:
  1. hold valid clear or life California teaching credential and valid English Learner Authorization that authorizes them for the subject and services they are providing (credential subject area must align with the subject area being pursued by the intern; teachers with preliminary credentials are ineligible),
  2. have a minimum of three years of successful K-12 teaching experience,
  3. be recognized and recommended by the site administrator as an qualified and effective teacher,
  4. be an effective communicator and collaborator with other professional teachers, and
  5. commit to creating a diverse, democratic, and socially responsible society in which every student is valued.

- C. District will identify a district-employed Local Support Teacher, and will complete the *Local Support Teacher Information Form* (Exhibit B). Form will be submitted to University's School of Education prior to the Paid Intern's start date.
- D. District will provide new teacher orientation, on-going support and other clinical/professional experiences for Paid Interns teaching within the District under the supervision of a district-employed Local Support Teacher.
- E. District will provide release time and compensation for the Paid Intern and Local Support Teacher for participation in District group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms as per section III.B.
- F. District will pay University a sum of \$1,500 per semester per Paid Intern.
- G. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
- H. District will instruct Paid Intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
- I. District, in conjunction with University's School of Education, and in compliance with CTC requirements, shall develop and implement an appropriate professional development plan for the Paid Intern. District will advise the Paid Intern in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential and meet the requirements for the preliminary credential being sought.
- J. Support the completion of the Intern Requirement Checklist, and in consultation with the School of Education, develop and implement an appropriate Professional Development Plan for the intern, in compliance with CTC requirements.
- K. District will notify the University of any changes in employment during the internship;
- L. Release the intern from employment if the School of Education determines that the terms of the internship are not being met.
- M. District will review details and pre-requisite requirements for becoming a Paid Intern found at [www.csuchico.edu/soe/intern](http://www.csuchico.edu/soe/intern), and verify that the proposed teaching position:
  - i. is in a public school district or public charter school;
  - ii. is a regular teaching position authorized by the standard credential which the credential candidate is pursuing;
  - iii. does not displace any certificated employees in the school district;
  - iv. is at least 50% of a full-time position;
  - v. is appropriate for the subject matter competence of the credential candidate;
  - vi. is supported by the local bargaining unit representing district teachers;
  - vii. is hired through an alternative authorization to teach while the Intern Credential is being processed, if necessary; and
  - viii. is assigned a reasonable teaching load for a teacher- in-training, and protected from extracurricular and case-overload demands.

## V. UNIVERSITY DUTIES

- A. University will work collaboratively with the District's Human Resource Department, School Site Administration, and staff in the assignment of the Paid Intern placement.
- B. Where required, University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an Intern Credential (Certificate of Clearance, Basic Skills subject matter competence, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an Intern Credential.
- C. University will provide a description of the courses to be completed within two years by the Paid Intern, a plan for the completion of the pre-service or other clinical training including student teaching, and guidance regarding the completion of other requirements necessary for the preliminary credential, if applicable;
- D. University will assign a University Supervisor who will observe the Paid Intern's on-site teaching at least four times during the semester(s), submit written observations, review lesson plans, and write a final evaluation.
- E. Provide support and supervision assistance with 72 hours of support/mentoring, and, if necessary, 23 hours of additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.
- F. University Supervisor will confer regularly with District and site administration and district-employed Local Support Teacher through meetings, telephone calls, and/or e-mail.
- G. University will immediately notify appropriate District and site administration if University administration has knowledge of, or suspects any professional or ethical violations by a Paid Intern. District will cooperate with University in any investigation concerning the reported violation.
- H. University will guarantee that the Paid Intern and the University Supervisor have appropriate finger printing and background check clearance.
- I. University will instruct Paid Interns in *California Department of Education Child Abuse Identification & Reporting Guidelines*.
- J. For each Paid Intern District employs, University will invoice District in December, for the fall semester, and May, for the spring semester. District will pay university within 30 days of receipt of invoice.

## VI. DISTRICT DISCRETION

- A. It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

## VII. LIABILITY INSURANCE & WORKERS' COMPENSATION

- A. The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Paid Interns, and naming District as an additional named insured under

such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance with no exclusion for molestation or abuse at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

- B. Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on any individuals considered as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement.
- C. University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.
- D. The University is permissibly self-insured through the State of California for automobile liability.
- E. The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.
- F. The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.
- G. District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

## VIII. INDEMNIFICATION

- A. University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, 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 University, its officials, agents, or employees.
- B. District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage 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 District, its officials, agents, or employees.

#### IX. ADDITIONAL PROVISIONS

- A. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
- B. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall venue in the county where the District is located.
- C. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
- D. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (attorney fees and costs) incurred in the lawsuit or legal action as allowed by law.
- E. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- F. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
- G. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one agreement.

## X. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

| For the University:                                                                                                                        | For the Community Organization:                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| California State University, Chico<br>Director of Procurement & Contract<br>Services<br>400 W. 1 <sup>st</sup> St.<br>Chico, CA 95929-0244 | Red Bluff Union Elementary School District<br>Cliff Curry, Superintendent<br>1755 Airport Boulevard<br>Red Bluff, CA 96080 |

XI. THIS AGREEMENT may at any time be altered, changed, or amended by mutual consent of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

**CALIFORNIA STATE UNIVERSITY, CHICO  
DISTRICT**

**RED BLUFF UNION ELEMENTARY SCHOOL**

By \_\_\_\_\_  
Deborah Summers, Associate Dean  
College of Communication and Education

By Cliff Curry  
Cliff Curry

By \_\_\_\_\_  
Sara Rumiano, Director  
Procurement and Contract Services

Title Superintendent

Date \_\_\_\_\_

Date 3/5/19