



STUDENT INTERNSHIP AGREEMENT 2017-2018

This Agreement, effective July 12, 2017, is made and entered into by and between Santa Rosa City Schools District (“District”) and Idaho State University, on behalf of its Speech-Language Pathology and Audiology programs (“University”).

ARTICLE 1: RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide clinical experiences, student teaching, administrative or counseling practicum and experience to Students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (“Commission”) is not inconsistent with the purposes for which school districts are established.
- 1.3 Pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the Idaho State University (“University”), or any other university or college accredited by the State Board of Education as a teacher, administrative, and counselor education institution, to provide internship programs to students enrolled in the University.

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education, administrative services, or counseling credential.
- 2.2 “Supervising Employee” shall refer to an employee of the District holding a valid, clear teaching credential, pupil personnel services credential, or administrative services credential issued by the Commission who has three or more years of experience in their credentialed field of work.
- 2.3 “Student Internship” shall refer to the active participation by a Student in the duties and functions of classroom teaching, school counseling or administrative services under the direct supervision and instruction of one or more Supervising Employees.
- 2.4 “Student Internship Assignment” shall refer to 2017-2018 School Year of daily student teaching, counseling or administrative services or the equivalent, as determined by the University in collaboration with the District. Student Internship Assignments shall satisfy all Commission requirements.

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 Student Internship Experience. The District shall provide Students with Student Internship experience in schools and classes of the District under the direct supervision and instruction of a Supervising Employee.
- 3.2 Mandatory Instruction and Reporting. Before a Student is assigned to the District for placement in a Student Internship Assignment, University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include sexual harassment, and mandated reporting of child abuse.
- 3.3 PACT Requirements (if applicable). As required by State law, the Student will be participating in the Performance Assessment of California Teachers (PACT). The terms of this process will be provided to the District in a separate notice.
- 3.4 Language Arts Standards (if applicable). University agrees to prepare all teacher candidates to be able to implement all of the language arts content standards outlined in the *Reading/Language Arts Framework for California Public Schools*, including instruction in systematic, explicit phonics.
- 3.5 Placement Protocol. University will follow the District's protocol for the placement of Students, and will make initial contact at the District level to coordinate the placement of Students with the Assistant Superintendent, Curriculum and Instruction (K-6), and the Assistant Superintendent, Curriculum and Instruction (7-12). As specified in the state teacher preparation standards, the selection of the Student placement sites and Supervising Employee shall be a joint decision between University, the District and the School.
- 3.6 Right of District to Refuse Placement. Subject to applicable state and federal law regarding unlawful discrimination, including sexual harassment, at its sole discretion, the District may refuse to accept, or may terminate, any Student assigned to the District for Student Internships if in the District's judgement and discretion, the conduct or attitude of Student threatens the safety or welfare of any District pupil, employee or agent. Upon notification by the District, University shall promptly terminate the Student's assignment to the District. Students who the District does not deem a threat to the safety or welfare of the District, its pupils, employees or agents, and who are already assigned to and scheduled for an internship, will be permitted to complete any previously scheduled internship assignments in District.
- 3.7 Confidentiality of Student Records. The District acknowledges that the education records of Students assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any Student assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be "school official" of University and may transmit, share or disclose educational records, including evaluations and attendance records of Students, without the Students written consent to other school officials of University who have a legitimate educational interest in the records.
- 3.8 Certificates of Clearance. The University shall inform each participating Student that they must provide a valid negative TB test and Certificate of Clearance from the Commission to the District prior to commencement of the Student Internship Assignment.

- 3.9 Use of parties' Names Prohibited. Neither party shall use the name of the other party in any form or manner in advertisements, reports, nor other information released to the public without the prior written approval of that other party.
- 3.10 Fingerprint Clause. In order to participate in the Student Internship, each Student must consent to providing verification of background clearance from the Federal Bureau of Investigation and the California Department of Justice to the District for each Student prior to commencement of the Student Internship Assignment.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term and Termination. This Agreement shall commence on the later of the two dates as follows: (i) the date on which the last signature appears on this Agreement; or (ii) the first day of the 2017-2018 school year, and it shall continue in full force for one year, ending on the last day of the 2017-2018 school year. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party; provided, *however*, all Students receiving Student Internship experience from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Student Internship Assignments during the current school year.
- 4.2 Indemnification. The University shall, to the extent of any applicable insurance coverage and/or the limitations of the Idaho Tort Claims Act (I.C. § 6-901 et seq.) and subject to any applicable terms thereof, indemnify, defend, protect, hold harmless, and release the District its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the University under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

The District shall indemnify, defend, protect, hold harmless, and release the University its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the District under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

- 4.3 Insurance. During the entire term of this Agreement, each party, at its own expense shall maintain, in full force Comprehensive General Liability and Commercial Auto Liability covering bodily injury and property damage. Each party must also provide evidence of coverage for Professional Liability. All policies and insurance carriers must be acceptable to the other party and be written on an occurrence based form.

The insurance shall be in the following amounts: Comprehensive General Liability and Auto Liability with a combined single limit per occurrence limits of not less than \$1,000,000, with a \$3,000,000 aggregate; Professional Liability with per occurrence limits of not less than

\$1,000,000; with an annual general aggregate of not less than \$3,000,000; Workers' Compensation with statutory limits for the State of California and \$1,000,000 Employers' Liability for District and statutory limits for the State of Idaho and Employers' Liability with Bodily Injury by Accident \$100,000 each accident, Bodily Injury by Disease \$500,000 policy limit, Bodily Injury by Disease \$100,000 each employee, for University. The District shall provide the University with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the University, its officers, employees and agents as an additional insured with regard to liability arising out of the District's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University.

The University shall provide the District with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the District, its officers, employees and agents as an additional insured with regard to liability arising out of the University's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District.

Students. Students shall maintain their own general and professional liability insurance, including sexual abuse coverage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. University will provide District with a Certificate of Insurance as evidence of all required insurance. Any claim involving a Student shall be the responsibility of the Student insurance carrier. Such Students shall not be considered officers, employees, agents, representatives, or volunteers of University for any purpose, including, but not limited to, liability, but instead are Students engaged in educational experiences as part of University's curriculum.

- 4.4 Worker's Compensation. It is understood by each party that Students shall be considered District volunteers for purposes of Workers' Compensation only.
- 4.5 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within Sonoma County and no other place.
- 4.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.
- 4.7 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.
- 4.8 Amendments. Amendments to this Agreement may be made at any time, *provided, however*, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University.
- 4.9 Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning party. A transfer of obligation under this Agreement by operation of the law shall require the affirmative assent of all parties, and the failure of a party to affirmatively consent shall act as a termination of this Agreement, subject to the right of Students to complete their respective Student Internship Assignments pursuant to section 4.1.
- 4.10 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Paragraph (unless a party has changed its

address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.

Idaho State University
ATTN: General Counsel

921 S. 8th Ave., Stop 8410
Pocatello, ID 83209-8410
208-282-3234

Santa Rosa City Schools District
ATTN: Jason A. Lea
Assistant Superintendent, Human Resources
211 Ridgway Ave, Santa Rosa, CA 95401
Office (707) 528-5352
Fax (707) 528-5487

- 4.11 Binding Effect; Counterparts, and Interpretation. This Agreement (i) shall be binding upon and enforceable by the parties hereto and their respective legal representatives; (ii) may be executed in counter-parts, each of which may be deemed to be an original, but which together shall constitute one instrument; and (iii) shall be construed and enforced in accordance with the laws of the State of California. Nonetheless, the parties agree University shall retain all of its protections under the Idaho Tort Claims Act (I.C. § 6-901 et seq.) regarding this Agreement and any claims.

AGREED:

IDAHO STATE UNIVERSITY

SANTA ROSA CITY SCHOOLS
DISTRICT

By: _____
REX FORCE, PHARM.D.
V.P. FOR HEALTH SCIENCES

By: _____
JASON A. LEA
ASSISTANT SUPERINTENDENT
HUMAN RESOURCES

Date: _____

Date: _____