



STUDENT INTERNSHIP AGREEMENT 2018-2019

This Agreement, effective July 1, 2018, is made and entered into by and between Santa Rosa City Schools District ("District") and the Sonoma State University ("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 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 Sonoma State 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 2013-2014 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.
- 2.5 "Honorarium" shall refer to the amount of _____ dollars (\$____) that shall be paid directly to the Supervising Employee, in recognition of that teacher, counselor or administrator's

efforts beyond normal teaching, counseling or administrative duties in the course of supervision. Payment of an Honorarium by the University to the Supervising Employee will not render the Supervising Employee an employee or agent of the University. Nothing in this Agreement is intended by the parties to affect or change any term or condition of any collective bargaining agreement with respect to wages, compensation, or terms or conditions of employment, now extant or hereafter entered into between the District and its employee representatives.

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 California Teacher Performance Assessment Requirements (if applicable). As required by State law, the Student will be participating in the California Teacher Performance Assessment. 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 assignee to the District under this Agreement. As a result of Students, without the Students written consent to other school officials of University who have a legitimate educational interest in the records.

- 3.8 Honorarium Payment upon Student's Termination. Upon a Student's assignment being terminated pursuant to section 3.6, the Supervising Employee shall receive a prorated share of the Honorarium, if available, based upon the amount of time in which that Student was supervised, and with the full Honorarium to be paid where more than one-half (1/2) of the Student Internship Assignment was supervised by that Supervising Employee prior to termination; *provided, however*, that if a Student is supervised by more than one Supervising Employee, the Honorarium shall be shared proportionately between them, based upon the extent of each teacher, counselor or administrator's supervision of such Student. The District shall determine the pro-rata portion to be paid to each Supervising Employee, and that determination shall be conclusive as to all claimants. The University shall not be liable for payment of any amount beyond the Honorarium described in section 2.5, or for payment to any third party, even if the University is advised of the possibility of a claim on behalf of such person.
- 3.9 Certificates of Clearance. The University shall provide a valid negative TB test and Certificate of Clearance from the Commission to the District for each Student prior to commencement of the Student Internship Assignment.
- 3.10 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.
- 3.11 Fingerprint Clause. In order of 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 2013-2014 school year, and it shall continue in full force for one year, ending on the last day of the 2013-2014 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 indemnify, defend, protect, hold harmless, and release the District its officers, agents, volunteers, 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, volunteers, 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 professional and comprehensive general liability insurance or a comparable program of self insurance of at least \$2,000,000 per occurrence with a \$3,000,000 aggregate. In addition, each party, at its own expense, shall maintain workers compensation insurance as required by law and \$1,000,000 Employers' Liability. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII. Each party shall provide the other party with a certificate of insurance as evidence of all required in force insurance.

As to the professional and comprehensive general liability insurance, the certificate of insurance provided by the District to the University shall include a provision 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.

As to the professional and comprehensive general liability insurance, the certificate of insurance provided by the University to the District shall include a provision 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.

Further, the University shall take out and maintain a "claims" made" policy of general liability and professional liability insurance (which does not exclude sexual harassment, abuse or molestation coverage), with limits not less than \$1,000,000 per occurrence/\$3,000,000 aggregate, with an extended reporting period of three (3) years, covering students, and naming Santa Rosa City Schools as an additional insured under such insurance policy or policies.

University shall ensure that any Student who is using his/her own private vehicle to transport himself/herself to the District maintains current auto liability insurance coverage during the term of this Agreement. The District shall not be responsible for any Student while they are transporting themselves to and from the District.

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.

Santa Rosa City Schools District
 ATTN:
 Assistant Superintendent, Human Resources
 211 Ridgway Ave, Santa Rosa, CA 95401
 Ph: (707) 528-5352 Fax (707) 528-5487
 Email: mklick@srcs.k12.ca.us

Sonoma State University
 ATTN: Gayle Graff
 Administrative Manager, School of Education
 1801 E. Cotati Avenue
 Rohnert Park, CA 94928
 Ph: 707/664-2395 FAX: 707/664-5487
 Email: gayle.graff@sonoma.edu

Student Counseling Contact:
 Adam Zagelbaum, School of Social Sciences
 1801 E. Cotati Avenue
 Rohnert Park, CA 94928
 Ph: 707-664-3239
 Email: zagelbau@sonoma.edu

For Contractual Notices – ATTN:

Carolyn Faulconer, Contract Analyst
 Sonoma State University, Financial Services
 1801 E. Cotati Avenue
 Rohnert Park, CA 94928
 Ph: 707/664-3830, FAX: 707/664-4183
 Email: Carolyn.faulconer@sonoma.edu

- 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.

AGREED:

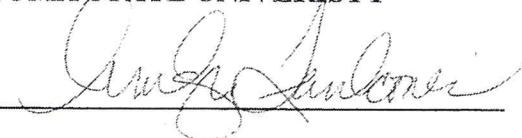
**SANTA ROSA CITY SCHOOLS
DISTRICT**

BY: _____

**ASSISTANT SUPERINTENDENT
HUMAN RESOURCES**

DATE: _____

SONOMA STATE UNIVERISTY

BY:  _____

**CAROLYN FAULCONER
CONTRACT ANALYST
CONTRACTS & PROCUREMENT**

DATE: 8/29/18 _____

ADDENDUM A

As required by State law, participating districts and the associated District Employed Supervisors must meet the requirement set forth by the California Commission for Teacher Credentialing with regard to clinical practice* including:

- a. Criteria for School Placements
- b. Criteria for the Selection and Training of District Employed Supervisors
- c. Criteria for the supervision and evaluation of student teachers

*CTC clinical practice criteria is detailed below and can be accessed via the following link:

https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/prelimmsstandard-pdf.pdf?sfvrsn=a35b06c_2

Standard 3: Clinical Practice

A. Organization of Clinical Practice Experiences

The program's Clinical Practice experiences are designed to provide the candidate with a developmental and sequential set of activities that are integrated with the program's coursework and extend the candidate's learning through application of theory to practice with TK-12 students in California public school classrooms. Clinical Practice is a developmental and sequential set of activities integrated with theoretical and pedagogical coursework, and must consist of a minimum of 600 hours of clinical practice across the arc of the program. The range of Clinical Practice experiences provided by the program includes supervised early field experiences, initial student teaching (co-planning and co-teaching with both general educators and Education specialists, as appropriate, or guided teaching), and final student teaching. Student teaching includes a minimum of four weeks of solo or co-teaching or its equivalent. For interns, early field experience would take place in an experienced mentor's classroom.

Dual credential programs leading to both a general and a special education credential are required to have substantive experiences in general education, inclusive, and special education settings within the 600 hours, and are encouraged to extend clinical practice for an additional 150 hours.

Candidates who are working in private schools and seeking a credential are required to complete a substantive clinical experience of at least 150 hours in a diverse school setting where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population.

The program provides initial orientation for preparation program supervisors and district-employed supervisors of clinical practice experiences to ensure all supervisors understand their role and expectations. The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester. The minimum amount of district-employed supervisors' support and guidance must be 5 hours per week.

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.

B. Criteria for School Placements

Clinical sites (schools) should be selected that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture for candidate reflection and TPA completion. Clinical sites should also have a fully qualified site administrator.

C. Criteria for the Selection of Program Supervisors

The program selects individuals who are credentialed or who have equivalent experience in educator preparation. Supervisors should be expert in the content area of the candidate being supervised and should have recent professional experiences in school settings where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population. The program provides supervisors with orientation to the program's expectations and assures that supervisors are knowledgeable about the program curriculum and assessments, including the TPEs and the 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.

D. Criteria for the Selection of District-Employed Supervisors (also may be known as the cooperating teacher, master teacher or on-site mentor)

The program selects district supervisors who hold a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the employer and the preparation program. The matching of candidate and district-employed supervisor must be a collaborative process between the school district and the program.

The program provides district employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations.

Citation: Preliminary Multiple and Single Subject Credential Program Standards. Commission on Teacher Credentialing Program Handbook. Revised June 22, 2017. Located at:

https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/prelimmsstandard-pdf.pdf?sfvrsn=a35b06c_2



**Exhibit A
Student Internship Agreement
2018-2019**

SONOMA STATE UNIVERSITY

Office of the Dean
School of Education
(707) 664-2132
(707) 664-2483 FAX

April 6, 2018

**To: All School Districts Hosting Student Teachers from
Sonoma State University**
**From: Carlos C. Ayala, Dean, School of Education, Sonoma State
University**
Re: Teacher Performance Assessment Requirements

In compliance with the state requirement that all student teachers in Multiple Subject and Single Subject Credential programs complete a Teacher Performance Assessment, pursuant to SB 2042 and SB 1209, Sonoma State University has adopted the State approved CalTPA for multiple subjects and EdTPA for single subjects. Under these teacher performance assessments, credential candidates submit a teaching event portfolio as part of their student teaching experience. The student teachers are all trained on the necessities of the teaching event portfolio and the related requirements. As part of this portfolio the student teacher must discuss their teaching experience and describe their understanding and knowledge of how individual students are learning and how to approach them. In addition, there are required video clips of the student teacher providing direct instruction to students. In light of these components Sonoma State would like to advise school districts, schools, and their professional staff of the following:

1. The student teachers have been trained and understand that in their written descriptions of the student learning process they may not use information that would individually identify any student. The confidentiality rights of students are understood and will be fully honored.
2. Video Clip. As part of this portion of the teaching event, students will undoubtedly appear in the videotape of the demonstrated lesson. Therefore it will be important that parents have given their permission for their students to participate and be viewed in the video clip. Many districts already have in place a release from parents for children to participate in photo events by way of

a general release that parents sign at the beginning of the school year. In the event that your district does not have that process in place or it is unclear about its application to this situation we have attached a release that can be distributed to children so that they can take it home and have their parents review and authorize their being viewed in the video clip. The releases will be maintained in the students' cumulative files. The student teacher in coordination with their resident/mentor teacher will be responsible for ensuring that the only children that are seen in the video clip are those children for whom an authorization has been received.

3. Another aspect of the video clip is the actual taping of the demonstrated lesson. Student teachers will work with their resident/mentor teachers to determine the best practice for doing this. Student teachers will have access to appropriate equipment through Sonoma State and the actual videotaping can either be done by way of a tripod or a volunteer camera person which might include the resident/mentor teacher. Again, the process for this will be done in a coordinated effort between the student teacher and the resident/mentor teacher.

Should you have any questions concerning the teaching event requirement of the California Department of Education and the Commission on Teacher Credentialing, I encourage you to call CDE at 916-319-0800 or CCTC at 916-445-7254.

Copies of the Video Permission form, in English and Spanish are enclosed. We thank you in advance for your wonderful cooperation in providing our student teachers with this important opportunity to learn and develop their skills as teachers.

RELEASE FORM

Sonoma State University
School of Education

PARENT/GUARDIAN RELEASE FORM FOR PHOTOGRAPHS,
FILMS, SLIDES, VIDEO AND AUDIO TAPE RECORDINGS OF
PUPILS ENROLLED IN _____ SCHOOLS

Pupil's Name: _____

Classroom Teacher: _____ Grade: _____

School: _____

School Year: _____

You have my permission for film, video and audio tape recordings, slides and photographs to be made of my son/daughter in classroom activities, assessment and other school activities. I understand that the films, video and audio tape recordings, slides and/or photographs are being produced for educational purposes for the student teacher working in my student's classroom. Such records shall only be used for the following: to record and evaluate the Student Teacher/Credential Candidate teaching students in their classroom placement. Such record will be used as part of a performance assessment of the candidate by Sonoma State University that is required by State law.

_____ Yes, I give my consent.

_____ No, I do not give my consent.

Parent/Guardian Signature: _____

Date: _____

After signing, please return to your child's teacher. Thank you.

FORMA DE PERMISO

Universidad Estatal de Sonoma
Escuela de Educación

FORMA DE PERMISO PARA PADRES/GUARDIANES PARA FOTOGRAFIA,
PELICULAS, DIAPOSITIVAS, GRABACIONES DE AUDIO CASETE Y VIDEO
DE ESTUDIANTES MATRICULADOS EN ESCUELAS DE _____

Nombre del Estudiante: _____

Maestro/a: _____ Grado: _____

Escuela: _____

Año Escolar: _____

Usted tiene mi permiso para tomar película, grabaciones de audio y de vídeo, diapositivas y fotografías de mi hijo/a en las actividades del salón de clase, evaluaciones y otras actividades escolares. Entiendo que las películas, las grabaciones de audio y de vídeo, las diapositivas y/o fotografías se producirán solamente con propósito educativo para el estudiante que está haciendo su práctica en el salón de clase de mi hijo/a. Tales expedientes serán utilizados únicamente para lo siguiente: para registrar y evaluar a los estudiantes que son candidatos para maestros quienes son colocados en el salón de clase. Tal expediente será utilizado como parte de una evaluación del desempeño del candidato por la Universidad Estatal de Sonoma que es requerido por ley Estatal.

_____ Si, doy mi permiso.

_____ No doy mi permiso.

Firma del Padre/Guardián: _____

Fecha: _____

Favor de devolver después de firmar al maestro de su hijo/a. Gracias.